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MarkWest Pioneer, LLC: Original Volume No. 1

FERC GAS TARIFF
ORIGINAL VOLUME NO. 1

of

MarkWest Pioneer, L.L.C.

filed with the
FEDERAL ENERGY REGULATORY COMMISSION

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Substitute Original Sheet No. 1 Substitute Original Sheet No. 1
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Original Sheet No. 3 Original Sheet No. 3

PRELIMINARY STATEMENT

MarkWest Pioneer, L.L.C. is a natural gas pipeline company principally engaged in the business of transporting natural gas in interstate commerce, under authorization granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission. Its Arkoma Connector Pipeline System commences at the outlet of MarkWest's Sprague treatment plant in Coal County, Oklahoma, and extends approximately 50 miles to interconnections with the Midcontinent Express Pipeline, L.L.C. and Gulf Crossing Pipeline, L.L.C. near Bennington, Oklahoma.

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SYSTEM MAP

[This sheet will be a system map that is not filed electronically.]

Effective Date: 07/01/2010 Status: Effective
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Fourth Revised Sheet No. 5 Fourth Revised Sheet No. 5
 Superseding: Third Revised Sheet No. 5

STATEMENT OF RATES AND CHARGES

		Rates Per MMBtu	
		Maximum 1/	Minimum
Rate Schedule FT-1			
Recourse Rates:			
	Reservation Rate (Per Month)	\$3.61	\$0.00
\$0.0012	Commodity Rate		\$0.0012
	Authorized Overrun Rate	\$0.1198	\$0.0012
	ACA Charge		
	Fuel and Gas Loss Retention Percentage 2/		0.42%
Rate Schedule FT-2			
Recourse Rates:			
	Firm Quantity Charge (Per MMBtu)	\$0.1198	\$0.0012
	Authorized Overrun Rate		
	ACA Charge	\$0.1198	\$0.0012
	Fuel and Gas Loss Retention Percentage 2/		0.42%
Rate Schedule IT			
Recourse Rates:			
	Commodity Rate (Per MMBtu)	\$0.1198	\$0.0012
	ACA Charge		
	Fuel and Gas Loss Retention Percentage 2/		0.42%

-
- 1 Pursuant to Section 15 of the GT&C, the effective maximum rate for any negotiated rate transportation agreement is the rate agreed to by the parties.
 - 2 The Fuel and Gas Loss Retention Percentage is determined pursuant to the provisions of Section 18 of the GT&C.

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STATEMENT OF NEGOTIATED RATES

Customer Name:

Contract Number:

Rate Schedule:

Maximum Daily Quantity:

Reservation Rate:

Commodity Rate:

Firm Quantity Charge:

Primary Receipt Point(s):
Name

Primary Delivery Point(s):
Name

Term of Agreement:

Notes:

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Sheet No. 7 Sheet No. 7

SHEETS RESERVED FOR FUTURE USE
Original Sheet Nos. 7-9

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Original Sheet No. 7 Original Sheet No. 7

Superseding: Original Sheet No. 1

List of Non-Conforming Service Agreements

1. XTO Energy, Inc., Contract No. 13361, Non-Conforming Service Agreement dated December 19, 2008 under Rate Schedule FT-2. Filed February 13, 2009.
2. Newfield Exploration Mid-Continent Inc., Contract No. 13362, Non-Conforming Service Agreement dated December 1, 2008 under Rate Schedule FT-2. Filed February 13, 2009.
3. BP America Production Company, Contract No. 13363, Non-Conforming Service Agreement dated December 9, 2008 under Rate Schedule FT-2. Filed February 13, 2009.

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Original Sheet Nos. 8-9 Original Sheet Nos. 8-9

Superseding: Original Sheet No. 1

SHEETS RESERVED FOR FUTURE USE
Original Sheet Nos. 8 - 9

RATE SCHEDULE FT-1

1. AVAILABILITY

This Rate Schedule FT-1 is available to any Shipper, provided that:

- 1.1. Shipper has made a valid request for firm transportation service pursuant to Section 6 of the General Terms and Conditions (GT&C) of this Tariff.
- 1.2. Transporter determines it has available capacity to render the firm transportation service.
- 1.3. Any construction, acquisition, or expansion of facilities necessary to commence and provide the firm transportation service has been completed. Transporter shall not be obligated to add any facilities or to expand the capacity of its system in order to provide transportation service to Shipper pursuant to this Rate Schedule.
- 1.4. Shipper has executed an agreement pursuant to Rate Schedule FT-1 ("FT-1 Agreement") with Transporter.
- 1.5. Shipper has satisfied, and continues to satisfy throughout the term of its FT-1 Agreement, the creditworthiness criteria in Section 7 of the GT&C of this Tariff.
- 1.6. There is no limitation on the number of FT-1 Agreements any one Shipper may have.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1. Transportation service hereunder will be firm, subject to the availability of capacity, to the provisions of an FT-1 Agreement, and to the GT&C.
- 2.2. On each Day during the term of the FT-1 Agreement Shipper shall be entitled to request service hereunder subject to this Rate Schedule and the GT&C. Nominations for service shall be made pursuant to Section 8 of the GT&C.

RATE SCHEDULE FT-1
(Continued)

- 2.3. Shipper's Primary Receipt Point(s) and Primary Delivery Point(s) shall be designated on Exhibit A to Shipper's FT-1 Agreement, as mutually agreed with Transporter. Shipper's total capacity at Primary Receipt Point(s) and Primary Delivery Point(s) shall not exceed Shipper's Maximum Daily Quantity ("MDQ"). Shipper may nominate service to points other than Shipper's Primary Receipt Point(s) and Primary Delivery Point(s) on a secondary basis, subject to the availability of capacity, and subject to the priorities set forth in Sections 9 and 10 of the GT&C.
- 2.4. Pursuant to this Rate Schedule FT-1 and the GT&C of this Tariff, Transporter will receive at the Receipt Point(s) and deliver at the Delivery Point(s) for Shipper's account daily quantities of Gas up to Shipper's MDQ, less Fuel and Gas Loss, as specified in Shipper's FT-1 Agreement.
- 2.5. Shipper on any day may nominate Authorized Overrun Service ("AOS") pursuant to Section 8 of the GT&C. Transporter shall not be obligated to have capacity available to provide AOS, but shall provide AOS subject to available capacity and the provisions of the GT&C.
- 2.6. Transporter shall have no obligation to receive Gas at the Receipt Point(s) or deliver Gas at the Delivery Point(s) if the Shipper has failed to make and properly implement all necessary arrangements on upstream and downstream systems.
- 2.7. Transporter shall have no obligation to render service if and for so long as Shipper is in default under its FT-1 Agreement or the GT&C.

3. RATES AND CHARGES

- 3.1. The applicable maximum and minimum Recourse Rates for service under this Rate Schedule FT-1 are set forth in the currently effective Statement of Rates and Charges of this Tariff, and are incorporated herein by reference.
- 3.2. Unless Transporter and Shipper agree in writing to a Discounted Rate or a Negotiated Rate, which shall be identified on Exhibit A to the FT-1 Agreement, the rates applicable to Shipper shall be the maximum Recourse Rates set forth on the effective Statement of Rates and Charges of this Tariff. Any Negotiated

RATE SCHEDULE FT-1
(Continued)

- 3.2. (continued)
Rate shall be pursuant to and subject to Section 15 of the GT&C.
- 3.3. Effective as of the commencement of service, as provided for in the FT-1 Agreement, Transporter shall charge and Shipper shall pay for Transportation under this Rate Schedule each Month, or part thereof, if applicable, the following:
- a) The applicable Recourse or Negotiated Reservation Charge;
 - b) The applicable Recourse or Negotiated Commodity Charge;
 - c) The Annual Charge Adjustment ("ACA") set forth on the Statement of Rates and Charges;
 - d) The applicable Authorized Overrun Charge set forth in the Statement of Rates and Charges;
 - e) The Fuel and Gas Loss Retention Percentage set forth in the Statement of Rates and Charges; and
 - f) Any other charge or surcharge mutually agreed by Transporter and Shipper or allowed by the Commission as set forth in the Statement of Rates and Charges.

4. MONTHLY BILL

The Monthly Bill for FT-1 service shall be equal to:

- 4.1. Reservation Charge: The applicable reservation rate determined under Section 3 of this Rate Schedule multiplied by the Shipper's MDQ established in the FT-1 Agreement (subject to the credit in Section 4.7);
- 4.2. Commodity Charge: The applicable commodity rate determined under Section 3 of this Rate Schedule multiplied by the MMBtu's of Gas scheduled for receipt pursuant to Shipper's FT-1 Agreement during the billing month;

RATE SCHEDULE FT-1
(Continued)

- 4.3. Authorized Overrun Charge: The applicable AOS rate multiplied by any Authorized Overrun quantities scheduled for Shipper during the billing month;
- 4.4. Other Charges: The ACA charge and any other applicable surcharges in the Statement of Rates and Charges, multiplied by the applicable quantities scheduled for Shipper during the billing month; and
- 4.5. New Facilities Charge: When applicable, a charge will be established pursuant to Section 20 of the GT&C.
- 4.6. Fuel and Gas Losses: Notwithstanding other sections of this Rate Schedule, Transporter shall retain the quantity of Gas required for Fuel and Gas Losses associated with Transporter's provision of transportation service pursuant to this Rate Schedule. The quantity of Gas retained by Transporter for Fuel and Gas Losses shall be equal to the quantity of Gas scheduled for receipt for Shipper during the billing month, multiplied by the applicable Fuel and Gas Loss Retention Percentage shown on the Statement of Rates and Charges of this Tariff.
- 4.7. Shipper's monthly bill shall, if applicable, be credited pursuant to Section 22.8 of the GT&C for revenues received by Transporter for Shipper's release of capacity during the billing month.

5. RESERVATIONS

Transporter reserves the right to take such actions as may be required to preserve the integrity of its system, including maintenance of service to other firm customers.

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RATE SCHEDULE FT-1
(Continued)

6. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective FT-1 Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the Commission for which Transporter has filed or in which Transporter has agreed to participate.

7. GENERAL TERMS AND CONDITIONS

All of the GT&C of this Tariff are applicable to this Rate Schedule and service hereunder, and are made a part hereof.

RATE SCHEDULE FT-2

1. AVAILABILITY

This Rate Schedule FT-2 is available to any Shipper, provided that:

- 1.1. Shipper has made a valid request for firm transportation service pursuant to Section 6 of the General Terms and Conditions (GT&C) of this Tariff.
- 1.2. Transporter determines it has available capacity to render the firm transportation service.
- 1.3. Any construction, acquisition, or expansion of facilities necessary to commence and provide the firm transportation service has been completed. Transporter shall not be obligated to add any facilities or to expand the capacity of its system in order to provide transportation service to Shipper pursuant to this Rate Schedule.
- 1.4. Shipper has executed an agreement pursuant to Rate Schedule FT-2 ("FT-2 Agreement") with Transporter, including a Production Commitment Agreement as Exhibit B, to the FT-2 Agreement.
- 1.5. Shipper has satisfied, and continues to satisfy throughout the term of its FT-2 Agreement, the creditworthiness criteria in Section 7 of the GT&C of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1. Transportation service hereunder will be firm, subject to the availability of capacity, to the provisions of an FT-2 Agreement, and to the GT&C.
- 2.2. On each Day during the term of the FT-2 Agreement Shipper shall be entitled to request service hereunder subject to this Rate Schedule and the GT&C. Nominations for service shall be made pursuant to Section 8 of the GT&C.
- 2.3. Shipper's Primary Receipt Point(s) and Primary Delivery Point(s) shall be designated on Exhibit A to Shipper's FT-2 Agreement, as mutually agreed with Transporter. Shipper's total capacity at Primary Receipt Point(s) and Primary Delivery Point(s) shall not exceed Shipper's Maximum Daily Quantity ("MDQ"). Shipper may

RATE SCHEDULE FT-2
(Continued)

- 2.3 (continued)
nominate service to points other than Shipper's Primary Receipt Point(s) and Primary Deliver Point(s) on a secondary basis, subject to the availability of capacity, and subject to the priorities set forth in Sections 9 and 10 of the GT&C.
- 2.4. Pursuant to this Rate Schedule FT-2 and the GT&C of this Tariff, Transporter will receive at the Receipt Point(s) and deliver at the Delivery Point(s) for Shipper's account daily quantities of Gas up to Shipper's MDQ, less Fuel and Gas Loss, as specified in Shipper's FT-2 Agreement.
- 2.5. Shipper on any day may nominate Authorized Overrun Service ("AOS") pursuant to Section 8 of the GT&C. Transporter shall not be obligated to have capacity available to provide AOS, but shall provide AOS subject to available capacity and the provisions of the GT&C.
- 2.6. Shipper's Production Commitment Agreement with Transporter, to be included as Exhibit B of Shipper's FT-2 Agreement, shall reflect one of the following two options:
- 2.6.1. Option 1 Full Commitment: To qualify for Option 1, Shipper must commit all of its production that it owns and controls from the Woodford Shale Production Area, net of any production committed to a third party under a Pre-Existing Agreement as identified on Attachment A to the Production Commitment Agreement. An Option 1 Production Commitment must be a minimum of 160,000 net acres in the Woodford Shale Production Area.
- 2.6.2. Option 2 - Partial Commitment: To qualify for Option 2, Shipper must commit a portion of its production from the Woodford Shale Production Area as identified on Attachment A to the Production Commitment Agreement.
- 2.6.3. Under both Option 1 and Option 2, Transporter shall have the right to determine in its discretion whether Shipper's Production Commitment is sufficient to support Shipper's requested MDQ. Any requested MDQ found to be unsupported by adequate production shall be made available to shipper as Rate Schedule FT-1 service.

RATE SCHEDULE FT-2
(Continued)

- 2.7 If Shipper has elected Option 2, Shipper's MDQ shall be subject to the following provision, commencing the later of January 1, 2010 or the first calendar quarter of Shipper's service: A failure by Shipper to utilize its service may result in a downward adjustment to Shipper's MDQ, if the daily average volume for Shipper's account during any calendar quarter is less than seventy-five percent (75%) of Shipper's then current MDQ times the number of days in the quarter. If such shortfall exists, then Transporter shall have the right but not the obligation to adjust Shipper's MDQ downward, by written notice to Shipper, to no less than an amount equal to ninety percent (90%) of Shipper's then current MDQ. Transporter's notice shall be furnished within fifteen (15) days after the close of such period and any adjustment under this section shall be effective on the first day of the month following Transporter's notice.
- 2.8 If Shipper has elected Option 2, commencing the later of January 1, 2010 or the first calendar quarter of Shipper's service, if during the prior three (3) Month period the Pipeline is daily average volume of Shipper's gas transported on the Arkoma Connector but not greater than one hundred ten percent (110%) of the then current MDQ for firm hundred capacity transportation, Transporter, on written notice to Shipper, shall have the right within the obligation to adjust the MDQ upward to no more than an amount equal to one provision ten percent (110%) of the then current MDQ, provided that Transporter has available to accommodate such increase. Transporter's notice shall be furnished within fifteen (15) Days after the close of such period, and any adjustment under this shall be effective on the first day of the month following Shipper's notice.
- 2.9 Transporter shall have no obligation to accept any Gas for transportation under this Rate Schedule FT-2 other than Gas subject to Shipper's Production Commitment Agreement.
- 2.10 Transporter shall have no obligation to receive Gas at the Receipt Point(s) or deliver Gas at the Delivery Point(s) if the Shipper has failed to make and properly implement all necessary arrangements on upstream and downstream systems.

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Original Sheet No. 17.1 Original Sheet No. 17.1
Superseding: Original Sheet No. 17

RATE SCHEDULE FT-2
(Continued)

2.11 Transporter may assign the FT-2 Agreement in whole or in part to any affiliated third party at any time. Shipper may wholly assign its FT-2 Agreement and the Production Commitment Agreement to any affiliated third party that satisfies Transporter's creditworthiness standards. Other than as set forth above, the FT-2 Agreement and the non-affiliated Production Commitment Agreement shall not be assigned by Shipper to a third party without the express written consent of Transporter, which consent shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for Transporter to withhold its consent to a proposed assignment for the following non-exclusive reasons:
with a (i) if the assignment of the FT-2 Agreement, in whole or in part, is not coupled same contemporaneous transfer of like proportions of the Committed Production to the transferee; or (ii) if the proposed transferee does meet the same or greater creditworthiness standard as Shipper as of the time of the assignment.

2.12 Transporter shall have no obligation to render service if and for so long as Shipper is in default under its FT-2 Agreement or the GT&C.

3. RATES AND CHARGES

3.1 The applicable maximum and minimum Recourse Rates for service under this Rate Schedule FT-2 are set forth in the currently Statement of Rates and Charges of this Tariff, and are incorporated herein by reference.

3.2 Unless Transporter and Shipper agree in writing to a Discounted Rate or a Negotiated Rate, which shall be identified on Exhibit A to the FT-2 Agreement, the rates applicable to Shipper shall be the maximum Recourse Rates as set forth on the effective

RATE SCHEDULE FT-2
(Continued)

- 3.2. (Continued)
Statement of Rates and Charges of this Tariff. Any Negotiated Rate shall be pursuant to and subject to Section 15 of the GTC.
- 3.3. Effective as of the commencement of service, as provided for in the FT-2 Agreement, Transporter shall charge and Shipper shall pay for Transportation under this Rate Schedule each Month or part thereof, if applicable the following:
- (a) The applicable Recourse or Negotiated Firm Quantity Charge;
 - (b) The Annual Charge Adjustment (ACA) set forth in the Statement of Rates and Charges;
 - (c) The applicable Authorized Overrun Charge set forth in the Statement of Rates and Charges;
 - (d) The Fuel and Gas Loss Retention Percentage set forth in the Statement of Rates and Charges; and
 - (e) Any other charge or surcharge mutually agreed by Transporter and Shipper or allowed by the Commission as set forth in the Statement of Rates and Charges.

4. MONTHLY BILL

The Monthly Bill for Rate Schedule FT-2 service shall be equal to:

- 4.1. Firm Quantity Charge: The applicable Firm Quantity Charge determined under Section 3 of this Rate Schedule multiplied by the MMBtu's of Gas scheduled for receipt pursuant to Shipper's FT-2 Agreement during the billing month and exclusive of Authorized Overrun quantities;
- 4.2. Authorized Overrun Charge: The applicable AOS rate multiplied by any Authorized Overrun quantities scheduled for Shipper during the billing month;

RATE SCHEDULE FT-2
(Continued)

- 4.3. Other Charges: The ACA charge and any other applicable surcharges in the Statement of Rates and Charges multiplied by the applicable quantities scheduled for Shipper during the billing month; and
- 4.4. New Facilities Charges: When applicable, a charge will be established pursuant to Section 20 of the GT&C.
- 4.5. Fuel and Gas Losses: Notwithstanding other sections of this Rate Schedule, Transporter shall retain the quantity of gas required for Fuel and Gas Losses associated with Transporter's provision of transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for Fuel and Gas Losses shall be equal to the quantity of gas scheduled for receipt for Shipper during the billing month, multiplied by the applicable Fuel and Gas Loss Retention Percentage on the Statement of Rates and Charges of this Tariff.

5. GAS PRODUCTION FORECASTS

- 5.1. Request for Gas Production Forecasts: Upon Transporter's written request, Shipper shall provide Transporter a gas production forecast (or updated gas production forecast) to assist in the planning and operation of Transporter's system. Shipper shall provide such gas production forecast within 15 days of Transporter's request. Such requests are not limited to, but may occur under, the following circumstances: (a) firm capacity is required to accommodate a request for firm service, (b) Transporter is considering a system expansion, (c) an Option 2 Shipper has failed to meet its seventy-five percent (75%) average flow requirement, (d) Transporter is evaluating an existing Shipper's request to increase its MDQ; or (e) Transporter is attempting to project system fuel use or plan other throughput-related aspects of operations. Transporter shall not require updates to a Shipper's gas production forecast more often than two times within any calendar year.

RATE SCHEDULE FT-2
(Continued)

5.2. Gas Production Forecasts: The gas production forecasts shall consist of:
(a) actual production history by month for the Committed Woodford Shale Production for the current year and past four years (if applicable), and (b) production development forecasts by month by the Committed Woodford Shale Production for the next ten years. Transporter may request, and Shipper shall provide, supporting technical data to substantiate Shipper's gas production forecast.

5.3. Confidentiality: Shipper's Gas Production Forecasts shall be clearly labeled by Shipper as confidential and shall be treated as confidential by Transporter. Such Gas Production Forecasts shall not be released publicly without Shipper's written consent or unless required by order or regulation of a court or regulatory authority of competent jurisdiction.

6. RESERVATIONS

Transporter reserves the right to take such actions as may be required to preserve the integrity of its system, including maintenance of service to other firm customers.

7. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective FT-2 Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the Commission for which Transporter has filed or in which Transporter has agreed to participate.

8. GENERAL TERMS AND CONDITIONS

All of the GT&C of this Tariff are applicable to this Rate Schedule and service hereunder, and are made a part hereof.

RATE SCHEDULE IT

1. AVAILABILITY

This Rate Schedule IT is available to any Shipper, provided that:

- 1.1. Shipper has made a valid request for interruptible transportation service pursuant to Section 6 of the General Terms and Condition ("GT&C") of the Tariff.
- 1.2. Transporter determines it has available capacity to render the interruptible transportation service.
- 1.3. Any construction, acquisition, or expansion of facilities necessary to commence and provide the interruptible transportation service has been completed. Transporter shall not be obligated to add any facilities or to expand the capacity of its system in order to provide transportation service to Shipper pursuant to this Rate Schedule.
- 1.4. Shipper has executed an agreement pursuant to Rate Schedule IT ("IT Agreement") with Transporter.
- 1.5. Shipper has satisfied and continues to satisfy throughout the term of the IT Agreement, the creditworthiness criteria in Section 7 of the GT&C of this Tariff.
- 1.6. There is no limitation on the number of IT Agreements any one Shipper may have.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1. Transportation service hereunder will be interruptible, subject to the availability of capacity, to the provisions of an IT Agreement, and to the GT&C.
- 2.2. On each day during the term of the IT Agreement, Shipper shall be entitled to request service hereunder subject to this Rate Schedule and the GT&C. Nominations for service shall be pursuant to Section 8 of the GT&C.

RATE SCHEDULE IT

(Continued)

- 2.3. Shipper's Receipt Point(s) and Delivery Point(s) shall be designated on Exhibit A to Shipper's IT Agreement as mutually agreed with Transporter. Shipper's total capacity at the Delivery Point(s) and Receipt Point(s) shall not exceed Shipper's Maximum Daily Quantity ('MDQ'). Shipper's nominations at these Receipt Point(s) and Delivery Point(s) shall be subject to the availability of capacity, and subject to the priorities set forth in Sections 9 and 10 of the GT&C.
- 2.4. Pursuant to this Rate Schedule IT and the GT&C of this Tariff, Transporter will receive at the Receipt Point(s) and deliver at the Delivery Point(s) for Shipper's account daily quantities of Gas up to Shipper's MDQ, less Fuel and Gas Loss, as specified in Shipper's IT Agreement.
- 2.5. Transporter shall have no obligation to receive Gas at the Receipt Points(s) or deliver Gas at the Delivery Point(s) if the Shipper has failed to make and properly implement all necessary arrangements on upstream and downstream systems.
- 2.6. Transporter shall not be obligated to render service if and for so long as Shipper is in default under its IT Agreement, or the GT&C.

3. RATES AND CHARGES

- 3.1. The applicable maximum and minimum Recourse Rates for service under this Rate Schedule IT are set forth on the currently Statement of Rates and Charges of this Tariff, and are incorporated herein by reference.
- 3.2. Unless Transporter and Shipper agree in writing upon a Discounted Rate or a Negotiated Rate, which shall be identified on Exhibit A to the FT-2 Agreement, the rate applicable to Shipper shall be the applicable maximum Recourse Rate as set forth on the Statement of Rates and Charges of this Tariff. Any Negotiated Rate shall be pursuant to and subject to Section 15 of the GT&C.
- 3.3. Effective as of commencement of service, as provided for in the IT Agreement, Transporter shall charge and Shipper shall pay for Transportation under this Rate Schedule each Month or part thereof, if applicable, the following:

RATE SCHEDULE IT
(Continued)

- (a) The applicable Recourse or Negotiated Commodity Charge;
- (b) The Annual Charge Adjustment (ACA) set forth on the Statement of Rates and Charges;
- (c) The Fuel and Gas Loss Retention Percentage set forth in the Statement of Rates and Charges; and
- (d) Any other charge or surcharge mutually agreed by Transporter and Shipper or allowed by the Commission as set forth in the Statement of Rates and Charges.

4. MONTHLY BILL

The Monthly Bill for IT service shall be equal to:

- 4.1. Commodity Charge: The applicable commodity rate determined under Section 3 of this Rate Schedule multiplied by the MMBtu's of Gas scheduled for receipt pursuant to Shipper's IT Agreement during the billing month.
- 4.2. Other Charges: The ACA charge and any other applicable surcharges in the Statement of Rates and Charges multiplied by the applicable quantities scheduled for Shipper during the billing month; and
- 4.3. New Facilities Charge: When applicable, a charge will be established pursuant to Section 20 of the GT&C.
- 4.4. Fuel and Gas Losses: Notwithstanding other sections of this Rate Schedule, Transporter shall retain the quantity of gas required for Fuel and Gas Losses associated with Transporter's provision of transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for Fuel and Gas Losses shall be equal to the quantity of gas scheduled for receipt for Shipper during the billing month, multiplied by the applicable Fuel and Gas Loss Retention Percentage on the Statement of Rates and Charges of this Tariff.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-321-000

Original Sheet No. 24 Original Sheet No. 24

RATE SCHEDULE IT
(Continued)

5. RESERVATIONS

Transporter reserves the right to take such actions as may be required to preserve the integrity of its system, including maintenance of service to firm customers.

6. GOVERNMENTAL AUTHORIZATION

Transportation service under this Rate Schedule and effective IT Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the Commission for which Transporter has filed or in which Transporter has agreed to participate.

7. GENERAL TERMS AND CONDITIONS

All of the GT&C of this Tariff, are applicable to this Rate Schedule and service hereunder and are made a part hereof.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 25 Original Sheet No. 25

SHEETS RESERVED FOR FUTURE USE
Original Sheet Nos. 25-33

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Except where the context expressly states another meaning, the following terms when used in this Tariff and in any Transportation Agreement or Rate Schedule incorporating this Tariff, shall be construed to have the following meanings:

- 1.1. "Authorized Overrun" is a nomination accepted by Transporter that exceeds Shipper's Maximum Daily Quantity.
- 1.2. "Authorized Overrun Service" (or "AOS") means service provided by Transporter for Shipper's Authorized Overrun quantities. Authorized Overrun Service is subject to available capacity, and subject to an Authorized Overrun Charge shown on the Statement of Rates and Charges.
- 1.3. "Available Capacity" is the capacity in Transporter's system that is not subscribed or scheduled for service under the terms of Transporter's Rate Schedules.
- 1.4. "Btu" shall mean one (1) British Thermal Unit. The reporting basis for Btu shall be 14.73 dry psia and 60 degrees F.
- 1.5. "Business Day" is Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.
- 1.6. "Central Clock Time" or "CCT" means Central Daylight Time when Daylight Savings Time is in effect and Central Standard Time otherwise.
- 1.7. "Commission" means the Federal Energy Regulatory Commission or any successors thereto.
- 1.8. "Commodity Charge" means the commodity charge component of the rate applicable to service under Rate Schedules FT-1 and IT, as specified in Transporter's Tariff and the FT-1 Agreement or IT Agreement between Shipper and Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

- 1.9. "Day" means a twenty-four (24) hour period of time from 9:00 a.m. to 9:00 a.m. Central Clock Time.
- 1.10. "Delivery Points" means the point(s) where Transporter delivers Gas to Shipper, or for Shipper's account. The Delivery Point(s) shall be specified in Shipper's FT Agreement or IT Agreement.
- 1.11. "Discounted Rate" means a rate or rate formula for service under any Rate Schedule contained in this Tariff established pursuant to Section 16 of the GT&C.
- 1.12. "Firm Quantity Charge" means the quantity charge component of the rate applicable to service under Rate Schedule FT-2 as specified in Transporter's Tariff and the FT-2 Agreement between Shipper and Transporter.
- 1.13. "FT Agreement" means an agreement pursuant to Rate Schedule FT-1 or Rate Schedule FT-2.
- 1.14. "FT-1 Agreement" means an agreement pursuant to Rate Schedule FT-1.
- 1.15. "FT-2 Agreement" means an agreement pursuant to Rate Schedule FT-2, including the Production Commitment Agreement.
- 1.16. "Force Majeure" has the meaning specified in Section 27 of the GT&C.
- 1.17. "Fuel and Gas Loss" means Gas consumed in pipeline operations, including fuel, operational use, and losses.
- 1.18. "Gas" means methane and such other hydrocarbon constituents, or a mixture of two or more of them which, in any case, meets the quality specifications of the Tariff.
- 1.19. "GT&C" means the General Terms and Conditions of this FERC Gas Tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

- 1.20. "Gross Calorific Heating Value" means the quantity of heat expressed in Btus produced by the complete combustion at constant pressure of one anhydrous (dry) cubic foot of Gas with air at a temperature of sixty degrees (60°) Fahrenheit and at a pressure of 14.73 psia, when the products of the combustion are cooled to the initial temperature of the Gas and air and the water formed by combustion is condensed to the liquid state.
- 1.21. "Imbalance" has the meaning specified in Section 13 of the GT&C.
- 1.22. "IT Agreement" means an agreement pursuant to Rate Schedule IT.
- 1.23. "Intra-day Nomination" is a nomination submitted after the nomination deadline whose effective time is as stated in Section 8 of the GT&C.
- 1.24. "MDQ" means the Maximum Daily Quantity.
- 1.25. "MMBtu", "Dekatherm" or "Dth", means one million (1,000,000) British Thermal Units ("Btu") and shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing. Allocated quantities and imbalances shall be expressed in the same units as nominated quantities.
- 1.26. "Month" means the period from 9:00 a.m. CCT on the first Day of the calendar month and ending at 9:00 a.m. CCT on the first Day of the next succeeding calendar month.
- 1.27. "NAESB" means the North American Energy Standards Board.
- 1.28. "NAESB Standard" means a standard issued by NAESB and adopted by the Commission.
- 1.29. "Negotiated Rate" means a rate or rate formula for service under any Rate Schedule contained in this Tariff established pursuant to Section 15 of the GT&C.
- 1.30. "Nomination" shall mean the requests for service submitted pursuant to Section 8 of the GT&C.

GENERAL TERMS AND CONDITIONS
(Continued)

- 1.31. "Operational Balancing Agreement" or "OBA" is a contract between parties which specifies the procedures to manage operating balances at an interconnect as referenced in Section 13.1 of the GT&C.
- 1.32. "Operational Flow Order" or "OFO" is an order issued pursuant to Section 12 of the GT&C.
- 1.33. "Person" means a natural person, sole proprietorship, firm, trust, trustee, executor, administrator or other legal personal representative, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, unincorporated association, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.
- 1.34. "Prepayment", with respect to requests for capacity or service, means that amount of money that must be submitted by a Shipper along with a request for service. With respect to creditworthiness, prepayment means the advance payment for transportation services rendered by Transporter.
- 1.35. "Production Commitment Agreement" means an agreement by which Shipper dedicates production from the Woodford Shale Production Area for transportation pursuant to Rate Schedule FT-2.
- 1.36. "Psia" means pounds per square inch absolute.
- 1.37. "Psig" means pounds per square inch gauge.
- 1.38. "Receipt Point" means any point at which Gas is tendered by or for Shipper's account. The Receipt Point(s) shall be specified in Shipper's FT Agreement or IT Agreement.
- 1.39. "Recourse Rate" means the applicable maximum and minimum rates stated on the Statement of Rate and Charges in this Tariff, which shall be applicable unless Transporter and Shipper agree in writing to a Negotiated Rate or a Discounted Rate.
- 1.40. "Released Capacity" means capacity reserved under the terms of an effective FT Agreement that a Releasing Shipper seeks to release, on either a permanent or temporary basis.

GENERAL TERMS AND CONDITIONS
(Continued)

- 1.31. "Operational Balancing Agreement" or "OBA" is a contract between parties which specifies the procedures to manage operating balances at an interconnect as referenced in Section 13.1 of the GT&C.
- 1.32. "Operational Flow Order" or "OFO" is an order issued pursuant to Section 12 of the GT&C.
- 1.33. "Payback Quantities" shall mean a quantity of Gas nominated by a Shipper to clear an imbalance.
- 1.34. "Person" means a natural person, sole proprietorship, firm, trust, trustee, executor, administrator or other legal personal representative, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, unincorporated association, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.
- 1.35. "Prepayment", with respect to requests for capacity or service, means that amount of money that must be submitted by a Shipper along with a request for service. With respect to creditworthiness, prepayment means the advance payment for transportation services rendered by Transporter.
- 1.36. "Production Commitment Agreement" means an agreement by which Shipper dedicates production from the Woodford Shale Production Area for transportation pursuant to Rate Schedule FT-2.
- 1.37. "Psia" means pounds per square inch absolute.
- 1.38. "Psig" means pounds per square inch gauge.
- 1.39. "Receipt Point" means any point at which Gas is tendered by or for Shipper's account. The Receipt Point(s) shall be specified in Shipper's FT Agreement or IT Agreement.
- 1.40. "Recourse Rate" means the applicable maximum and minimum rates stated on the Statement of Rate and Charges in this Tariff, which shall be applicable unless Transporter and Shipper agree in writing to a Negotiated Rate or a Discounted Rate.
- 1.41. "Released Capacity" means capacity reserved under the terms of an effective FT Agreement that a Releasing Shipper seeks to release, on either a permanent or temporary basis.

GENERAL TERMS AND CONDITIONS
(Continued)

- 1.41. "Releasing Shipper" or "Releasor" means a Shipper who holds or acquires firm capacity rights and who elects to release all or a part of such capacity.
- 1.42. "Replacement Shipper" means a Shipper who acquires all or part of the rights to capacity held by a Releasing Shipper under the terms of an effective FT Agreement, on either a permanent or temporary basis.
- 1.43. "Reservation Charge" means the reservation charge component of the rate applicable to service under Rate Schedule FT-1 as specified in Transporter's Tariff and the FT-1 Agreement between Shipper and Transporter.
- 1.44. "Scheduled Quantity" is the quantity of Gas a Shipper nominates for receipt by Transporter at a Receipt Point and for redelivery by Transporter for Shipper at a Delivery Point, and that Transporter or Operator schedules for transportation.
- 1.45. "Shipper" means a Person who executes an FT Agreement or an IT Agreement with Transporter for transportation service under any Rate Schedule of Transporter's tariff.
- 1.46. "System" means Transporter's pipeline, any compression and related facilities.
- 1.47. "Tariff" means Transporter's FERC Gas Tariff, as amended from time to time by Transporter.
- 1.48. "Transportation" of Gas means Transporter's receipt of Gas for Shipper's account at the Receipt Point and the delivery, for Shipper's account, of Gas at the Delivery Point(s).
- 1.49. "Transporter" means MarkWest Pioneer, L.L.C.
- 1.50. "Unauthorized Gas" means volumes of Gas received or delivered for Shipper's account that exceeds Shipper's confirmed nomination.
- 1.51. "Website" means Transporter's website located at [http: www.markwest.com](http://www.markwest.com).
- 1.52. "Year" means a period of 365 consecutive days, except that any year which contains the date February 29 shall consist of 366 consecutive days.

GENERAL TERMS AND CONDITIONS
(Continued)

- 1.42. "Releasing Shipper" or "Releasor" means a Shipper who holds or acquires firm capacity rights and who elects to release all or a part of such capacity.
- 1.43. "Replacement Shipper" means a Shipper who acquires all or part of the rights to capacity held by a Releasing Shipper under the terms of an effective FT Agreement, on either a permanent or temporary basis.
- 1.44. "Reservation Charge" means the reservation charge component of the rate applicable to service under Rate Schedule FT-1 as specified in Transporter's Tariff and the FT-1 Agreement between Shipper and Transporter.
- 1.45. "Scheduled Quantity" is the quantity of Gas a Shipper nominates for receipt by Transporter at a Receipt Point and for redelivery by Transporter for Shipper at a Delivery Point, and that Transporter or Operator schedules for transportation.
- 1.46. "Shipper" means a Person who executes an FT Agreement or an IT Agreement with Transporter for transportation service under any Rate Schedule of Transporter's tariff.
- 1.47. "System" means Transporter's pipeline, any compression and related facilities.
- 1.48. "Tariff" means Transporter's FERC Gas Tariff, as amended from time to time by Transporter.
- 1.49. "Transportation" of Gas means Transporter's receipt of Gas for Shipper's account at the Receipt Point and the delivery, for Shipper's account, of Gas at the Delivery Point(s).
- 1.50. "Transporter" means MarkWest Pioneer, L.L.C.
- 1.51. "Unauthorized Gas" means volumes of Gas received or delivered for Shipper's account that exceeds Shipper's confirmed nomination.
- 1.52. "Website" means Transporter's website located at [http: www.arkomaconnector.com](http://www.arkomaconnector.com).
- 1.53. "Year" means a period of 365 consecutive days, except that any year which contains the date February 29 shall consist of 366 consecutive days.

GENERAL TERMS AND CONDITIONS
(Continued)

2. GAS QUALITY

2.1. Specifications

2.1.1. In order to permit delivery into downstream facilities, the Gas received under any FT or IT Agreement by Transporter on any portion of the system, shall meet the following requirements, unless otherwise agreed:

- a) Shall be free from objectionable liquids, odors, solid matter, dust, gums, and gum forming constituents, or any other substance which might interfere with the merchantability of the Gas stream, or cause interference with proper operation of the lines, meters, regulators, other appliances through which it may flow, or transportation through any downstream pipeline;
- b) Shall contain not more than 7 pounds of water vapor per thousand (1,000) Mcf;
- c) Shall contain not more than .25 grain of hydrogen sulfide per one hundred (100) cubic feet of Gas;
- d) Shall contain not more than 5 grains of total sulphur per one hundred (100) cubic feet of Gas, including mercaptans and hydrogen sulfide;
- e) Shall contain not more than 2 percent by volume of carbon dioxide;
- f) Shall contain not more than 0.1 percent by volume of combined oxygen;
- g) Shall have a temperature of not more than 120 degrees Fahrenheit and shall have a minimum temperature of not less than 40 degrees Fahrenheit;

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GENERAL TERMS AND CONDITIONS
(Continued)

- h) Shall have a Btu content no less than 980 Btu/cf and no greater than 1100 Btu/cf.
- mole i) Shall have a combined composition of not more than 1.5 percentage of butane plus, including isobutene, normal butane and all heavier hydrocarbons (C4+);
- nitrogen; j) Shall contain not more than 3 percent by volume of
- unsaturated k) Shall not contain carbon monoxide, halogens or hydrocarbons and no more than 400 parts per million by volume of hydrogen;
- l) Shall have a combined composition of total inert gases (principally nitrogen and carbon dioxide) of not more than 4 mole percent; and
- m) Shall have a Wobbe Index of not greater than 1,400 calculated using Higher Heating Value ("HHV"), dry, based on the following mathematical definition:

$$\text{Where: } \frac{\text{HHV}}{\text{Sqrt}(\text{SG}_{\text{gas}})} = \text{Higher Heating Value (Btu/scf)}$$

SG_{gas} = Specific Gravity
Sqrt = Square Root of

2.1.2. Transporter may, from time to time, based on operational circumstances establish and post on the Informational Postings portion of its Website an upper limit on the dew point for receipts on specified segments or other specified locations on its system to prevent hydrocarbon fallout, to assure that Gas will be accepted for delivery into downstream entities, or to otherwise manage the operation of its System. Transporter will include in such posting the anticipated duration of the limitation. Transporter will provide as much prior notice as reasonably practicable and will attempt to provide in the posting at least ten (10) Business Days prior notice before the limitation becomes effective. If such prior

GENERAL TERMS AND CONDITIONS
(Continued)

2.1.2 (Continued)
notice is not practicable; Transporter will explain the reason in the posting why it was unable to give such prior notice. Upon request, Transporter will provide current information regarding the dew point at any point of receipt into Transporter's system affected by the posting to the operator of that point or any producer, purchaser, supply aggregator or Shipper with Gas being tendered at that point. Transporter may not post, under this section, a cricondenthem dew point temperature of less than fifteen degrees Fahrenheit (15 degrees F).

2.2. Liquid Sample

Shipper agrees to supply or cause its designee to supply to Transporter upon demand, at any time and from time to time, a sample of liquids removed from the Gas stream at any Receipt Point, whether removed by a coalesce or otherwise, for analysis at a laboratory of Transporter's choosing. If at any time PCBs or any other toxic substances or chemicals that Transporter deems hazardous and/or in any way unsafe for transportation are found in the liquid samples supplied by Transporter by Shipper, Transporter may in its sole discretion immediately cease the receipt of such Gas and any associated liquids through its facilities. Upon proof that such toxic or hazardous substances are no longer present at levels deemed unsafe by Transporter, Transporter shall restore service to Shipper at the affected Receipt Point.

2.3. Suspension of Receipts

Transporter shall not be obligated to accept Gas that fails to conform to the gas quality specifications of this Section. Should any Gas delivered by or on behalf of Shipper to Transporter at any Receipt Point fail to conform to any of the specifications provided for in this section, Transporter may, at its option, suspend all or a portion of the receipt of any such Gas. Transporter shall be relieved of its obligation to provide service for the duration of such suspension. Upon receipt of Transporter's notice of such a failure, Shipper shall make a diligent effort to correct the failure by treatment, dehydration, or other means consistent with prudent operation so as to tender Gas conforming to the specifications provided for in this section.

GENERAL TERMS AND CONDITIONS
(Continued)

2.4. Noncompliance with Specifications/Acceptance of Non-Conforming Gas.

If Transporter becomes aware that non-conforming Gas is entering its system, it will advise the Shipper(s) and point operator(s) involved that the Gas they are tendering is non-conforming, and identify the nature and extent of the non-conformity. Where operationally feasible, Transporter will continue to accept non-conforming Gas for a limited period of time while the Shipper(s) or point operator(s) involved take steps to address the Gas quality issues.

2.4.1. Where operationally feasible, Transporter may, from time to time, on a not unduly discriminatory basis, accept non-conforming Gas to the extent Transporter determines that such Gas can be blended in a manner that will not cause operational or downstream problems.

2.4.2. Should Shipper tender for receipt any Gas that causes the composite Gas stream in Transporter's facilities to fail the requirements of any downstream pipeline, Transporter may take whatever action necessary on Transporter's own accord or use of a third party, as solely determined by Transporter, at Shipper's sole cost and expense, to treat and/or process the Gas stream such that the Gas stream can be delivered to the downstream pipeline. Until remedial action is taken to make Gas acceptable to the downstream pipeline, Transporter may refuse to accept receipt of any Gas, in Transporter's sole discretion, which prevents Transporter from making deliveries into the downstream pipeline. Transporter shall not have any obligation to provide service with respect to Gas, which does not satisfy the requirements of this section. Any reduction in the energy content of the Gas treated and/or processed shall be determined and deducted from Transporter's transportation volumes tendered for delivery to the downstream pipeline.

GENERAL TERMS AND CONDITIONS
(Continued)

2.4.3. No waiver by Transporter of any default by Shipper in any of the specifications set forth above or in any other provision of this Tariff shall operate as a continuing waiver of such specification or as a waiver of any subsequent default whether of a like or different character.

3. MEASUREMENT

3.1. The volume and the total heating value of Gas received and delivered by Transporter shall be determined as follows:

3.1.1. The unit of Gas received and delivered by Transporter shall be an MMBtu.

3.1.2. The unit of volume, for the purpose of measurement, shall be one cubic foot of Gas. The readings and registrations of the measuring equipment provided for herein and determinations of Gross Heating Value shall be computed in terms of such volumes.

3.2. The factors required to determine the volume of Gas received, such as pressure, temperature, specific gravity and deviations from Boyle's Law, shall be calculated in accordance with the American Gas Association Bulletin Number 3 and any modifications and amendments thereof, and applied in a practical manner.

3.3. Measurement at the Delivery Points - Each item of equipment shall be calibrated to provide an accuracy of plus or minus five-tenths of one percent of full scale.

3.4. Resolving Differences at the Delivery Point(s) - If the testing and calibration performed at the Delivery Point(s) pursuant to Section 4 show that any item of equipment installed by Transporter does not conform to the accuracy requirements of Section 4, all previous readings of that item of equipment shall be corrected to zero error for any period which the equipment was known to be in error. If this period is not known, the correction shall be made for a period extending back one-half of the time elapsed since the last testing and calibration

GENERAL TERMS AND CONDITIONS
(Continued)

- 3.4. (continued)
performed. During any period when any item of equipment installed at the Delivery Point(s) by Transporter is inoperable or known to be in error, the measurements provided by the corresponding item of equipment installed by Shipper, if any, shall be used if determined to be accurate. If neither item of equipment is operable or accurate, or available in the case of Shipper's equipment, the specification to be measured shall be determined by the parties hereto on the basis of the best data available using the first of the following methods which is feasible:
- 3.4.1. By correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculations; or
 - 3.4.2. By comparing deliveries made during the preceding period under similar delivery conditions when the equipment was registering accurately.
- 3.5. Measurement of Moisture
- Transporter may install on-line at the Delivery Point(s) the most accurate and reliable technology currently available at reasonable cost to continuously monitor the moisture content of the Gas being delivered by Transporter. Moisture content monitoring equipment installed by Transporter, if any, will have the capacity for an alarm, which may be installed by Shipper, to inform Shipper whenever the moisture content of the Gas being delivered to Shipper exceeds the maximum designated by the Tariff specifications referenced in Section 2 of the GT&C. If Transporter does not install moisture monitoring equipment as permitted by this section, Shipper's moisture monitoring equipment located on-line at the Delivery Point(s) will be used to determine the moisture content of Gas being delivered by Transporter, if that equipment has been properly installed and maintained and is registering correctly. Shipper will promptly notify Transporter if the moisture content of Gas being delivered to Shipper exceeds the maximum designated by the specifications referenced in Section 2 of the GT&C.

GENERAL TERMS AND CONDITIONS
(Continued)

- 3.6. Measurement of Gross Calorific Heating Value, Carbon Dioxide, Oxygen, Nitrogen and Hydrogen Sulfide

Transporter's Gas chromatograph installed at the Receipt Point shall be used to measure the gross calorific heating value, carbon dioxide, oxygen and nitrogen levels in the Gas stream. The standard for calculation of gross calorific heating value, specific gravity and compressibility of Gas mixtures from compositional analysis shall be Gas Processors Association Standard No. 2172-84, as amended or supplemented from time to time. If Shipper accepts delivery of any Gas that contains moisture in excess of the limit for dry Gas designated by the specifications referenced in Section 2 of the GT&C, the gross calorific heating value will be adjusted to reflect the actual water vapor content of the Gas accordingly for billing purposes.

- 3.7. Determination of Total Delivered MMBtu

The total number of MMBtus delivered shall be determined by multiplying the delivered gross calorific heating value, as determined in Section 3.1, by the total volume of Gas. If the total MMBtu results obtained by use of Transporter's equipment differ by one percent or more from the results obtained by use of Shipper's check metering equipment, then Transporter and Shipper shall each be required to calibrate its measurement equipment. If such calibrations indicate that Transporter's measurement equipment is not within the tolerance levels set forth in Section 3.3 and that Shipper's measurement equipment is within the tolerance levels set forth in Section 3.3, then Shipper's measurement equipment shall be used. If such calibrations indicate that neither parties' measurement equipment is within the tolerance levels set forth in Section 3.3, then the provisions of Section 3.4 shall be followed to resolve any measurement inaccuracies.

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3.8. Prior Period Adjustments

Pursuant to NAESB Standards 2.3.7, 2.3.11, 2.3.12, 2.3.13, 2.3.14: The cutoff for the closing of measurement is 5 business days after the business month. For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth business day following the business month. For reporting measurement prior period adjustments, report it with the restated line item with new total quantity for the day and the month. Estimate missing or late measurement data and treat actual as a prior period adjustment, with the measuring party to provide the estimate. Measurement data corrections should be processed within 6 months of the production month with a 3 month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

4. MEASURING EQUIPMENT

4.1. With respect to Gas received and delivered under a FT or IT Agreement, unless otherwise mutually agreed upon, all measuring facilities shall be installed, if necessary, owned, maintained and operated by Transporter or Transporter's designee near the Receipt Point and Delivery Point.

4.2. All meters and measuring equipment for the determination of volume, Gross Heating Value and relative density shall be approved pursuant to, and installed and maintained in accordance with, the currently published standards of the American Gas Association, or as mutually agreed upon. Notwithstanding the foregoing, all installation of equipment applying to or affecting deliveries of Gas shall be made in such manner as to permit an accurate determination of the quantity and Gross Heating Value of Gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by all parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the energy of Gas delivered under the FT or IT Agreement.

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- 4.3. Reading, calibration and adjustment of each party's meters and related equipment shall be performed solely by that party. Each party, however, shall provide the other with seven (7) days prior written notice of all reading, calibration and adjustment, and representatives of the other party may be present for such events.
- 4.4. Either Transporter or Shipper may install, maintain and operate at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of the other's measuring equipment. Any pressure or volume control regulators installed by one party shall be operated so as not to interfere with the other party's measuring equipment.
- 4.5. The measuring equipment so installed by either party, together with any building erected by it for such equipment, shall remain the property of the party that performed the installation. However, either party shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of the delivery of Gas. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within 30 days after receipt thereof.
- 4.6. Transporter and Shipper shall each preserve for a period of at least 5 years all test data, charts and other similar records or such longer period as may be required by the Commission. Microfilms of the original documents shall be considered true records.

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5. PRESSURES AT RECEIPT AND DELIVERY POINTS
 - 5.1. Unless otherwise agreed between Transporter and Shipper, Shipper shall delivery Gas to Transporter at the pressure required from time to time to enable the Gas to enter Transporter's facilities at the Receipt Point. Unless otherwise agreed between Transporter and Shipper, Transporter shall deliver Gas to Shipper at Transporter's line pressure existing at Delivery Point, subject to Transporter protecting its operational integrity and pressure requirements, if any, specified in the FT or IT Agreement.
 - 5.2. Atmospheric Pressure - For purposes of measurement, calculations, and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude of each point of measurement irrespective of variations in natural atmospheric pressure from time to time. In the event electronic computer measurement is used, the absolute Gas pressure will be measured directly, using an absolute pressure measuring device for continuous input to the electronic computer.
6. PROCEDURES FOR REQUESTING SERVICE
 - 6.1. Subject to any conditions set forth in the applicable Rate Schedules, this section shall govern qualifications for receipt of service under Rate Schedules FT-1, FT-2 and IT.
 - 6.2. Shipper information: All Shippers requesting service from Transporter must provide the following information in writing to Transporter.
 - 6.2.1. Shipper's legal name in full and DUNS number.
 - 6.2.2. Shipper's mailing address for notices and billing.
 - 6.2.3. Shipper's street address if different from above.

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- 6.2.4. The name(s), telephone number(s) and fax number(s) of Shipper employees responsible for nominations and/or dispatching.
- 6.2.5. The name(s), telephone number(s) and fax number(s) of Shipper employees responsible for payment of invoices.
- 6.2.6. The name(s), telephone number(s) and fax numbers(s) of Shipper employees responsible for other matters.
- 6.2.7. Whether the Shipper is affiliated with Transporter.
- 6.2.8. Type of service requested.
- 6.2.9. Requested MDQ, stated in MMBtu per day.
- 6.2.10. Estimated total quantities of Gas to be received and transported over the delivery period.
- 6.2.11. Requested date of commencement of service.
- 6.2.12. Requested term of service.
- 6.2.13. Requested Receipt Point and Delivery Point(s), together with the name of the entity delivering Gas to Transporter and the name of the entity to receive Gas from Transporter.
- 6.2.14. If applicable, a copy of an executed agreement between Shipper and third party authorizing Shipper to act on behalf of the third party to secure the service requested. If Shipper requests service on behalf of a third party, Shipper shall provide the name, address, telephone number and primary business of the third party.

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has a) No Requests for service will be processed until Shipper
provided to Transporter a completed Service Request Form,
including information regarding any specific affiliation
with Transporter. All completed Service Request Forms
must be sent by U.S. Postal Service, by express mail, by
courier, or by facsimile, to:
MarkWest Pioneer, L.L.C.
1515 Arapahoe Street
Tower 2, Suite 700
Denver, CO 80202-2126
Phone: (303) 925-9200
Facsimile: (303) 290-8769

- 6.3. If Transporter determines that it has available capacity which will support additional firm services, then Transporter will post the availability of such capacity and make such capacity available for firm service(s). Transporter may conduct an Open Season for such capacity. An Open Season shall be the period of time during which Transporter will receive bids for the available capacity and such period of time shall be posted. The posting of an Open Season shall not preclude Transporter from negotiating with any potential shippers regarding the available capacity.
- 6.4. If requests for firm service exceed available capacity, then capacity will be allocated based (1) on highest bid, or (2) pro rata among equal bids. Highest bid will be based on the highest economic value of the bids, using a net present value ("NPV") determination. The NPV determination will be based on the volume, rate and term specified in the bids. In posting the availability of capacity pursuant to Section 6.3, Transporter may identify any other factors that may be considered in evaluating bids for a particular capacity offering. Transporter may also consider any operational conditions or limitations affecting the bids or the availability of the capacity.
- 6.5. Shipper must certify that all necessary upstream and downstream arrangements will be in place on the date the service is to commence and that the Shipper will have title or the right to acquire title to the Gas to be delivered to Transporter;

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- 6.6. Shipper shall identify the location of any facilities to be constructed or installed by any party affected by the proposed service.
- 6.7. Shipper's request shall include a statement that it is willing to abide by the terms of the applicable rate schedule, including the GT&C.
- 6.8. If requesting any firm service, Shipper shall make a prepayment by wire transfer in an amount equal to the lesser of the Shipper's applicable rates multiplied by Shipper's MDQ for two months service or \$10,000. The prepayment, plus the accrued interest from the date payment is received until the date service commences, shall be applied to the first month's invoice, and to the invoices of subsequent month(s), as necessary, until the amount is fully credited. The accrued interest herein shall be computed in a manner consistent with Section 154.501(d) of the Commission's Regulations.
 - 6.8.1. If the requested service is not available, Transporter shall refund the entire amount of the prepayment within thirty (30) days of notification by Transporter that service cannot be provided.
- 6.9. Shipper shall meet creditworthiness provisions set forth in Section 7 of the GT&C.
- 6.10. Reservation of capacity for new services or expansion projects.
 - 6.10.1. Reservation of Capacity for New Service - Unless allowed by Transporter on a not unduly discriminatory basis, a request for service shall be made no earlier than 180 days prior to the proposed commencement date of service. Transporter may reserve capacity for such new service if Transporter determines that such reservation is economically justified. Transporter shall, on a limited-term basis up to the in-service date of the new service request, make generally available any capacity reserved under this section. The construction of any additional facilities required for a new service is addressed in Section 20 of the GT&C.

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6.10.2. Reservation of Capacity for Expansion Projects - Transporter may reserve for a future expansion project any currently available unsubscribed capacity or capacity to become available at some future date, provided such capacity is not subject to a Right of First Refusal ("ROFR"). Transporter may reserve capacity only for a future expansion project for which an open season has been held or will be held within one (1) year of the date Transporter posts such capacity as being reserved. Capacity may be reserved for up to one (1) year prior to Transporter filing for certificate approval for the expansion project, and thereafter until such expansion is placed into service. Transporter shall, on a limited-term basis up to the in-service date of the expansion project, make generally available any capacity reserved under this section.

7. CREDITWORTHINESS

7.1. General - Transporter shall not be required to (a) execute a FT or IT Agreement providing for service under the applicable Rate Schedule for any Shipper who fails to meet Transporter's standards for creditworthiness, or (b) initiate service for a Shipper who fails to meet Transporter's standards for creditworthiness, or (c) continue service for any Shipper who is or has become non-creditworthy or who, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness pursuant to Transporter's standards. If Shipper is found to be non-creditworthy, Transporter will, upon request, inform Shipper in writing as to the reasons Shipper has been deemed non-creditworthy.

7.2. Credit Appraisal Information - Transporter shall perform a credit appraisal, if applicable, by utilizing any or all of the following information which Shipper shall furnish to Transporter:

7.2.1. A copy of Shipper's most recent audited financial statements;

7.2.2. A copy of Shipper's most recent twelve (12) month audited financial statement or Annual Report and, if applicable, SEC 10-K form;

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- 7.2.3. A list of Shipper's affiliates, including parent and subsidiaries, if applicable;
 - 7.2.4. A bank reference and two trade references. The results of the reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis;
 - 7.2.5. Any credit reports from credit reporting agencies, which are available; and/or,
 - 7.2.6. Such other information or guarantees as may be mutually agreed to by the parties.
- 7.3. Credit Evaluation - For purposes herein, the determination of Shipper's creditworthiness, a shipper shall be deemed creditworthy if:
- 7.3.1. Shippers senior unsecured debt is rated at least BBB by Standard & Poors, Baa2 by Moody's, or an equivalent rating as determined by Transporter based on financial information; or
 - 7.3.2. The Shipper prepays for service, or provides an irrevocable letter of credit to secure payment of an amount equal to:
 - a) For Shippers under Rate Schedules FT-1 and FT-2 Shippers
- the sum of the reservation charge times Shipper's MDQ applicable to the proposed service for a three (3) month period; or
 - b) For Shippers taking service under a negotiated rate that does not include a reservation charge, or for Shippers
under Rate Schedule IT Shippers - an amount equal to the
commodity charges applicable to the proposed service for a three
(3) month period; and
 - c) Shipper shall provide the security specified in sections 7.3.2(a) and 7.3.2(b), as applicable, for the period
there stated and shall continue to provide security for as long thereafter as Shipper fails to otherwise satisfy Transporter's creditworthiness standards; or

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- 7.3.3 Shipper provides a guarantee of financial performance in a form satisfactory to transporter and for the term of the Transportation Agreement from a corporate affiliate of the shipper or a third party, either of which meets the creditworthiness standards set forth in this Section; or
- 7.3.4. Shipper provides some other security or assurance of creditworthiness, which in Transporter's judgment is adequate for the service. For Rate Schedule FT-2 Shippers, transporter may consider the size and nature of the gas production committed under the Production Commitment Agreement. Transporter shall apply this provision in a manner that is not unduly discriminatory.
- 7.4. Other Creditworthiness Requirements - Shipper must also meet the following criteria in order to be deemed creditworthy for purposes of this section:
 - 7.4.1. 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, such as an assignment for the benefit of the creditors, or any informal creditors' committee assignment. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction;
 - 7.4.2. Shipper must not be subject to pending liquidation or regulatory proceedings in state or federal courts that could cause a substantial deterioration in its financial condition or that could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity; and
 - 7.4.3. Shipper must have no significant outstanding collection lawsuits or judgments that would jeopardize Shipper's ability to remain solvent.

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(Continued)

- 7.5 Maintenance of Creditworthiness/Suspension of Service - If Shipper's credit standing ceases to meet Transporter's credit requirements during the period of service, then Transporter has the right to require security as specified herein.
- 7.5.1 If Transporter concludes that a Shipper is non-creditworthy, Transporter shall provide written notice to Shipper within ten (10) days after that determination is made. If requested by Shipper, Transporter shall provide a written explanation of the reasons for this determination. A Shipper may challenge Transporter's determination by providing a written rebuttal to Transporter's explanation within ten (10) days after the explanation is provided by Transporter. Transporter shall respond to such a rebuttal in writing within ten (10) days. Upon notification by Transporter that Shipper no longer meets Transporter's creditworthiness standards, Shipper must, within ten (10) business days, pay for one (1) month of service in advance to continue service. Any re-evaluation of credit by Transporter in response to such a rebuttal by the Shipper shall be based on the credit criteria set out in this section and shall be performed as provided in this section.
- 7.5.2 If the Shipper has not satisfied the requirements of Section 7.5.1, Transporter may immediately suspend service to Shipper.
- 7.5.3 If Shipper has not satisfied the requirements of this section, Transporter may terminate service after 30 days notice to the Commission and Shipper, consistent with section 154.602 of the Commission's regulations.
- 7.6 Shipper may continue to receive transportation service by providing one of the following within 30 days of Transporter's notification that Shipper no longer meets Transporters creditworthiness standards:

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- 7.6.1. Guarantee - Shipper may provide a guarantee of financial performance in a form satisfactory to Transporter and for the term of the FT Agreement from a corporate affiliate of the Shipper or a third party, either of which meets the creditworthiness standards set forth in this section;
- 7.6.2. Cash Security Deposit - Shipper may provide a cash security deposit for service via cleared check or wire transfer. The deposit must be sufficient to cover the applicable reservation and commodity charges for three (3) months of service and shall be maintained until Shipper meets Transporter's creditworthiness standards. Transporter will accrue interest on cash security deposits based on interest rates established by the Commission;
- 7.6.3. Letter of Credit - Shipper may post a Letter of Credit in a form acceptable to Transporter; or
- 7.6.4. Other Security - Shipper may provide such other security as Shipper and Transporter may mutually agree upon.
- 7.7. Any suspension of service hereunder shall continue until Transporter is reasonably satisfied that Shipper is creditworthy under this section or until Shipper has provided adequate assurance of future performance under this section.
- 7.8. If Transporter determines that Shipper becomes creditworthy without security, any security requirements under this section shall be terminated and any prepayment amounts (including any applicable interest) released to Shipper from escrow within five (5) business days after such determination.
- 7.9. Security Requirements for Expansion Capacity - The security requirement for expansion capacity may be identified in an open season, in Transporter's postings, or in agreements with Shippers. The amount of security required for expansion capacity or on lateral facilities will be determined by Transporter and may be up to the cost of the facilities to be constructed. Where new facilities serve multiple shippers, an individual Shipper's maximum security obligation will be no more than its proportionate share of the total cost of the new facilities.

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8. NOMINATIONS

8.1. General

8.1.1. Transporter provides personnel available to handle nominations seven (7) days a week, twenty-four (24) hours a day. Whenever Shipper desires service, Shipper shall furnish to Transporter a separate nomination for each nominated point under each FT or IT Agreement with a beginning and end date for flow which can be for any duration within the term of the applicable FT or IT Agreement; provided, however, any such nomination shall not be binding to the extent Shipper submits subsequent nomination(s). All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

8.1.2. For non-Intra-Day Nominations, a rollover option is available such that a Shipper shall have the ability to nominate for several Days, Months, or Years, provided the nomination begin and end dates are within the term of the Shipper's contract. All nominations should be based on a daily quantity and all volumes shall be expressed in MMBtu per day and shall be stated for each point.

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- 8.2. If an upstream or downstream party requires additional information, if the volumes transported are subject to a discounted rate, or if additional information is otherwise required by Transporter, then, upon notification by Transporter, Shipper must include in each nomination such additional information as is specified by Transporter. Nominations must be submitted to Transporter through Transporter's Website, or such other means as are mutually agreed upon by Transporter and Shipper. The sending party should adhere to nomination, confirmation and scheduling deadlines. The receiving party may waive any submittal deadline in this section.
- 8.3. The standard quantity for nominations, confirmation and scheduling is MMBtu's per day in the United States, gigajoules per day in Canada and gigacalories per day in Mexico. (For reference, 1 dekatherm = 1,000,000 Btus; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between MMBtu's and gigajoules is 1.055056 gigajoules per MMBtu and between MMBtu's and gigacalories is 0.251996 gigacalories per MMBtu. The standard Btu is the International Btu; the Standard joule is the joule specified in the SI system of units. The International Btu is specified for use in the Gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 gigajoules per MMBtu.

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- 8.4. For service required on any day under each of Shipper's FT or IT Agreements, Shipper shall provide Transporter with a nomination(s) providing the Shipper's requested Receipt Point(s), contract numbers, the applicable service, the quantity of Gas to be delivered, the requested Delivery Point(s), and such additional information as Transporter determines to be necessary.
- 8.5. General Rules and Timeline - Pursuant to NAESB Standards 1.3.2, 1.3.3, 1.3.5, 1.3.6, 1.3.20, 1.3.21: The standard nominations timeline shall be as follows:
- 8.5.1. The Timely Nomination Cycle - 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by Transporter; noon to send Quick Response; 3:30 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by Shipper and point operator (Central Clock Time on the day prior to flow).
- 8.5.2. The Evening Nomination Cycle - 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Transporter; 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on Transporter to receive notice that it is being bumped should be effective at 9:00 am on Gas day; and when an Evening Nomination causes another Service Requester on Transporter to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on Gas day.

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- 8.5.3. The Intraday 1 Nomination Cycle - 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Transporter; 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on Gas day.
- 8.5.4. The Intraday 2 Nomination Cycle - 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by Transporter; 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators (Central Clock Time on the Gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 pm on Gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.
- 8.5.5. In addition to making scheduled quantities information available by 4:30 pm, at the end of each day Transporter shall make available to Shippers information containing scheduled quantities, including scheduled intra-day nominations and any other scheduling changes. All nominations shall include Shipper defined begin dates and end dates. All nominations excluding Intraday Nominations shall have rollover options. Specifically, Shippers shall

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- 8.5.5 (continued)
have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the terms of Shipper's contract. Nominations received after the nomination deadline shall be scheduled after nominations received before the nomination deadline. Receiver of nomination initiates confirmation with the caveat that the receiver of the confirmation may relieve the obligation of sender to send. The sending party shall adhere to nomination, confirmation, and scheduling deadlines. The party receiving the request has the right to waive the deadline.
- 8.6. Any change in a daily scheduled quantity implemented during the Day shall only be recognized pro rata to the fraction of the Day remaining at the time the change is implemented. Changed daily scheduled quantity shall not exceed an amount equal to Shipper's Contracted Capacity multiplied by the fraction of the Day remaining at the time the changes are implemented, nor less than zero at any point in time. Transporter shall be under no obligation to accept such revisions for Shipper nominations made under Transporter's Interruptible Transportation Service.
- 8.7. Pursuant to NAESB Standards 1.3.9, 1.3.11, 1.3.13; all nominations, including Intraday Nominations, shall be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. Intraday Nominations shall include an effective date and time. The interconnected parties shall agree on the hourly flows of the Intraday Nomination, if not otherwise addressed in the Ft or IT Agreement or Tariff. Intraday Nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled Gas. Intraday Nominations do not rollover (i.e., Intraday Nominations span one day only). Intraday Nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an Intraday Nomination modifies an existing nomination.

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- 8.8. Shipper Prioritization of Nominated Quantities - If Shipper elects to nominate quantities of Gas to be received by Transporter from one or more upstream parties at one or more Receipt Points for delivery by Transporter to one or more downstream parties at one or more Delivery Points for the account of Shipper, Shipper shall provide the priority, method, and extent to which each nominated receipt quantity from a particular upstream party at a particular Receipt Point should be reduced in the event that any downstream Operator verifies and confirms deliveries that are less than the Shipper's nominated deliveries, or in the event that, due to Transporter's allocation of Available Capacity for Transportation services, all nominated receipts cannot be scheduled. Likewise, if Shipper elects to nominate quantities of Gas to be delivered by Transporter to one or more downstream parties at one or more Delivery Points for the account of Shipper, Shipper shall provide the priority, method, and extent to which each nominated delivery quantity to a particular downstream party at a particular Delivery Point should be reduced in the event that any upstream Operator verifies and confirms receipts that are less than the Shipper's nominated receipts, or in the event that, due to Transporter's allocation of Available Capacity for Transportation services, all nomination deliveries cannot be scheduled.
- 8.8.1. Shipper prioritization of nominated quantities must be consistent with the terms of this Tariff and such prioritization will be honored to the extent that Transporter reasonably determines such prioritization is operationally feasible.
- 8.9. Delegation of Nomination Authority to Agent - A Shipper may delegate to any third party the responsibility for submitting nominations and receiving confirmations or performing other administrative duties under any effective FT or IT Agreement, subject to the following conditions:
- 8.9.1. Any designation of a third party as agent, or any change in such designation, must be provided in writing to Transporter at least two (2) Business Days prior to the requested effective date of the designation.

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- 8.9.2. The written designation must specify any limits on the authority of the agent, including any time limit for the designation. Transporter may reject any Shipper's request to delegate responsibilities if the limitations on the designation would impose undue administrative burdens on Transporter.
- 8.9.3. Transporter will rely on communications from a Shipper's agent for all nomination purposes, except to the extent the designation is expressly limited. Communications by Transporter to such agent will be deemed notice to Shipper.
- 8.9.4. Any third party may administer multiple transportation agreements as the agent for one or more Shippers, but the agent must make nominations and otherwise administer and account separately for each transportation agreement.

9. SCHEDULING PRIORITY

- 9.1. If Transporter is unable on any day to satisfy all nominations for service, then Transporter will schedule service in the following order of priority from first scheduled to last scheduled:
 - 9.1.1. First, nominations within Shipper's MDQ from Primary Receipt Points and Primary Delivery Points under Rate Schedules FT-1 and FT-2; if all such nominations cannot be satisfied, Transporter shall schedule nominations within this priority level pro rata based on nominated quantities within Shipper's MDQ.
 - 9.1.2. Second, nominations within Shipper's MDQ from Secondary Receipt Points or Secondary Delivery Points under Rate Schedules FT-1 and FT-2; if all such nominations cannot be satisfied, Transporter shall schedule nominations within this priority level pro rata based on nominated quantities within Shipper's MDQ.

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- 9.1.3. Third, nominations for AOS under Rate Schedules FT-1 and FT-2 and nominations under Rate Schedule IT; if all such nominations cannot be satisfied, Transporter shall schedule nominations within this priority level by price from highest to lowest; provided that scheduling will be pro rata based on nominated quantities among Shippers paying the same rate; and provided further that, for purposes of scheduling nominations under this section, Negotiated Rates that exceed the maximum Recourse Rate will be treated as though equal to the maximum Recourse Rate.
- 9.1.4. Fourth, any other nominations for services under this Tariff.
- 9.2. Transporter shall use service requester provided rankings when making reductions during the scheduling and curtailment process when this does not conflict with tariff-based rules. Pursuant to NAESB Standard 2.3.26, the time limitation for disputes of allocations shall be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

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10. CURTAILMENT PRIORITY

- 10.1. Transporter shall have the right to curtail or discontinue services, in whole or in part, on all or a portion of its System at any time for reasons of Force Majeure or when capacity or operating conditions so require. Transporter shall provide Shipper such notice of such curtailment as is reasonable under the circumstances.
- 10.2. If for any reason Transporter is unable on any day to deliver all of the quantities of Gas scheduled, service shall be curtailed in the following order of priority from first curtailed to last curtailed:
 - 10.2.1. First, services for AOS under Rate Schedules FT-1 and FT-2 and services under Rate Schedule IT curtailed by price from lowest to highest; provided that curtailment will be pro rata based on scheduled quantities among Shippers paying the same rate; and provided further that for purposes, of curtailment under this section, Negotiated Rates that exceed the maximum Recourse Rate will be treated as though equal to the maximum Recourse Rate.
 - 10.2.2. Second, services within Shippers' MDQs from Primary and Secondary Receipt Points or Primary and Secondary Delivery Points under Rate Schedules FT-1 and FT-2, curtailed pro rata based on scheduled quantities.

GENERAL TERMS AND CONDITIONS
(Continued)

11. OPERATIONAL FLOW ORDERS

- 11.1. Circumstances Warranting Issuance - Transporter shall have the right to issue Operational Flow Orders ("OFO") as specified in this section that require actions by Shippers in order (1) to alleviate conditions that threaten or could threaten the safe operations or integrity of Transporter's system, (2) to maintain pipeline operations at the pressures required to provide efficient and reliable firm transportation services, (3) to maintain the system in balance for the foregoing purposes or for the purpose of preventing undue imbalances with the downstream pipeline, and (4) at any time downstream pipeline issues an OFO for its system. An OFO identical in terms to that of the downstream pipeline shall be deemed to be issued automatically by Transporter whenever the downstream pipeline issues an OFO affecting deliveries from Transporter.

- 11.2. Applicability of OFO - To the extent practicable, based on Transporter's good faith judgment concerning the situations requiring remediation, an OFO will be directed (1) first to Shippers causing the problem necessary in which there is an operational problem, and (2) second to those Shippers transporting Gas in the area of the system where action is required to correct the problem necessitating the OFO. Transporter will notify affected Shippers of termination of an OFO promptly after concluding that the OFO can safely be removed.

GENERAL TERMS AND CONDITIONS
(Continued)

- 11.3. Notice of an OFO will be issued via telephone and followed by a facsimile. OFOs will also be posted on Transporter's Website. Transporter shall also post, as soon as available, information about operational parameters, which affect when an OFO will begin and end (e.g., significant changes in pressure on any pipeline segment, status of facility repairs, etc.). Transporter shall provide as much advance warning as practicable of: (i) conditions which may create the need to issue an OFO; and (ii) the issuance, termination or modification of an OFO. Transporter will endeavor to post the notice that it will issue an OFO on its Website before 4:00 pm Central Time or otherwise will endeavor to notify Shippers via its Website by 4:00 pm Central Time that they should check Transporter's Website again at a specified later time to see whether an OFO will be in effect for the next Day. Additionally, if Shipper has provided to Transporter the e-mail address as specified in NAESB Standard 5.3.35, such posting will be provided via e-mail in the format as defined in NAESB Standard 5.3.38 at least four (4) hours prior to the start of the Day before an OFO will be effective as to a Shipper; provided, however, that Transporter may issue an OFO on as little as one (1) hour notice where operationally necessary. Such notice shall specify the anticipated duration of the OFO. An OFO will be effective at the start of a Day and will continue until the end of the Day and through the end of successive Days until Transporter notifies Shippers on its Website that the OFO has been lifted.
- 11.4. Shipper Compliance - A Shipper must comply with an OFO within the time period set forth therein unless the shipper is able to demonstrate that such compliance is prevented due to a Force Majeure event as defined in Section 27 of the GT&C, provided however, that the Shipper shall make a good faith effort to comply with any such OFO.
- 11.5. Waiving of Penalty/Charges - A shipper shall not incur any charges or penalties if such charges or penalties resulted from Shipper's compliance with an OFO, including any preliminary action taken by Shipper in response to an OFO watch issued by Transporter as a precondition to an OFO.

GENERAL TERMS AND CONDITIONS
(Continued)

- 11.6. Failure to Respond to OFO
- 11.6.1. Unilateral Action - In the event that Shipper does not respond to an OFO, or the actions taken thereunder are insufficient to correct the system problem for which the OFO was issued, or there is insufficient time to carry out the procedures with respect to OFO's, Transporter may take unilateral action, including the curtailment of firm service, to address the circumstances warranting the issuance of the OFO pursuant to this Section 11.1.
- 11.6.2. OFO Penalty - If a Shipper fails to comply with an OFO it will be subject to an OFO Penalty for each MMBtu of Gas by which it deviated from the requirements of the OFO. The daily OFO Penalty shall be computed based on a price per MMBtu equal to three times the midpoint of the range of prices reported for "CENTERPOINT, EAST" as published in Gas Daily for the day(s) on which the OFO is issued.
- 11.6.3. Amounts collected by Transporter as payment of OFO penalties, net of resulting costs, shall be credited to firm shippers who complied with the OFO.
- 11.7 Liability of Transporter - Transporter shall not be liable for any costs incurred by any Shipper in complying with an OFO. Transporter shall not be responsible for any damages resulting from a Shipper's failure to comply promptly and fully with an OFO, and the noncomplying Shipper shall indemnify Transporter against any claims of responsibility. However, Transporter shall use reasonable efforts to minimize any such costs or damages.

12. UNIFORM QUANTITIES

Shipper shall deliver and receive Gas in uniform daily quantities during any month, and in uniform hourly quantities during any day; provided however, Transporter may allow hourly receipts and deliveries at other than uniform quantities, if Transporter determines that, it can do so without impairment to its other service obligations.

GENERAL TERMS AND CONDITIONS
(Continued)

13. IMBALANCES AND OVERRUNS

13.1. Responsibility for Balancing - Shippers are obligated to deliver and receive Gas in conformance with their confirmed nominations. Transporter will enter into an Operational Balancing Agreement ("OBA") at all points of interconnection between its system and the system of another interstate or intrastate pipeline. Transporter may, but is not obligated to, enter into an OBA to address imbalances at other points on its System. If an OBA is not in place or the imbalance is beyond the terms of the OBA, Shippers are responsible for conforming their takes at Delivery Points with their deliveries to Transporter at Receipt Points each day. Transporter has no obligation to deliver for the account of a Shipper more volumes of Gas than Transporter has received for the account of the Shipper or to accept for the account of the Shipper more volumes of Gas than are being delivered for the account of the Shipper on any day.

13.2. Monthly Imbalances: Where Shipper has created a monthly imbalance on Transporter's pipeline that has not been eliminated through netting and trading, Shipper shall pay Transporter a Monthly Imbalance Charge in the following amounts:

13.2.1. Normal Operating Conditions - For monthly imbalances accumulated during normal operating conditions, Shipper's Monthly Imbalance Charge shall equal zero for monthly imbalances between zero and 5 percent, and \$0.10 per MMBtu for imbalances in excess of 5 percent. For purposes of this section, Shipper's actual cumulative receipts during normal operating conditions stated as a percent of actual cumulative deliveries during normal operating conditions during the Billing Month.

13.2.2. OFO Operating Conditions - For monthly imbalances accumulated during periods when an OFO pursuant to Section 11 is in effect, Shipper's Monthly Imbalance Charge on monthly imbalances shall be as forth in the applicable bracket:

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First Revised Sheet No. 69 First Revised Sheet No. 69
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GENERAL TERMS AND CONDITIONS
(Continued)

13. IMBALANCES AND OVERRUNS

13.1 Responsibility for Balancing - Shippers are obligated to deliver and receive Gas in conformance with their confirmed nominations. Transporter will enter into an Operational Balancing Agreement ("OBA") at all points of interconnection between its system and the system of another interstate or intrastate pipeline. Transporter may, but is not obligated to, enter into an OBA to address imbalances at other points on its System. If an OBA is not in place or the imbalance is beyond the terms of the OBA, Shippers are responsible for conforming their takes at Delivery Points with their deliveries to Transporter at Receipt Points each day. Transporter has no obligation to deliver for the account of a Shipper more volumes of Gas than Transporter has received for the account of the Shipper or to accept for the account of the Shipper more volumes of Gas than are being delivered for the account of the Shipper on any day.

13.2 Daily Imbalances

13.2.1 Each Shipper is responsible for balancing the receipts and deliveries of its agreement(s) on a daily basis. It shall be Shipper's responsibility, whether or not delegated to an agent, to cause Gas to be delivered to Transporter as scheduled at the receipt point(s) and cause Gas to be taken from Transporter at the delivery point(s) in accordance with the applicable scheduled quantities.

13.2.2 If a Shipper has created an imbalance by failing to conform its receipts to deliveries, then Transporter, after notification to Shipper, may require Shipper to nominate, within the same gas day, to clear such imbalance Payback Quantities or to cash-out any such imbalance in accordance with the downstream pipeline's FERC Gas Tariff or OBA with Transporter. Transporter may require Shipper to nominate, confirm and schedule Payback Quantities to clear an imbalance using a uniform hourly rate of flow. If necessary for operational purposes or to avoid cash-out penalties, Transporter may adjust scheduled volumes to match daily flows.

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GENERAL TERMS AND CONDITIONS
(Continued)

- 13.2.3 Payback Quantities nominations shall be evaluated for scheduling and curtailment priority purposes on the same basis as other nominations under the associated FT or IT Agreement.
- 13.3 Monthly Imbalances: Where Shipper has created a monthly imbalance on Transporter's pipeline that has not been eliminated through netting and trading, Shipper shall pay Transporter a Monthly Imbalance Charge in the following amounts:
 - 13.3.1 Normal Operating Conditions - For monthly imbalances accumulated during normal operating conditions, Shipper's Monthly Imbalance Charge shall equal zero for monthly imbalances between zero and 5 percent, and \$0.10 per MMBtu for imbalances in excess of 5 percent. For purposes of this section, Shipper's actual cumulative receipts during normal operating conditions stated as a percent of actual cumulative deliveries during normal operating conditions during the Billing Month.
 - 13.3.2 OFO Operating Conditions - For monthly imbalances accumulated during periods when an OFO pursuant to Section 11 is in effect, Shipper's Monthly Imbalance Charge on monthly imbalances shall be as forth in the applicable bracket:

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(Continued)

13.2.2.	(Continued)	
	Monthly Imbalances	Imbalance Charge per MMBtu
	>5% - 7%	\$25 plus the Daily Index Price
	>7% - 15%	\$50 plus the Daily Index Price
	>15%	\$100 plus the Daily Index Price

For purposes of this section, Shipper's monthly imbalance shall equal the difference between Shipper's actual cumulative receipts during OFO operating conditions and Shipper's actual cumulative deliveries during OFO operating conditions stated as a percent of Shipper's actual cumulative deliveries during OFO operating condition during the Billing Month.

For purposes of this section, the Daily Index Price shall equal the high in the range of prices reported each day for "CENTERPOINT, EAST" as published by Gas Daily. If Gas Daily is no longer published, an equivalent index or indicator shall be published on Transporter's Website and this definition will be revised.

- 13.2.3. Recovery of Volumes Owed to Transporter - Whenever Shipper's actual cumulative receipts during Billing Month are less than actual cumulative deliveries, Transporter will recover the cost of the volumes owed to Transporter by assessing Shipper the replacement costs associated with the excess gas taken during the Billing Month. Such costs will be based on the average weekly price reported for "CENTERPOINT, EAST" as published by Gas Daily during the Billing Month that the imbalance occurred multiplied by Shipper's imbalance volumes.

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Superseding: Original Sheet No. 70

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13.3.2 (Continued)

Monthly Imbalances	Imbalance Charge per MMBtu
>5% - 7%	\$25 plus the Daily Index Price
>7% - 15%	\$50 plus the Daily Index Price
>15%	\$100 plus the Daily Index Price

For purposes of this section, Shipper's monthly imbalance shall equal the difference between Shipper's actual cumulative receipts during OFO operating conditions and Shipper's actual cumulative deliveries during OFO operating conditions stated as a percent of Shipper's actual cumulative deliveries during OFO operating condition during the Billing Month.

For purposes of this section, the Daily Index Price shall equal the high in the range of prices reported each day for "CENTERPOINT, EAST" as published by Gas Daily. If Gas Daily is no longer published, an equivalent index or indicator shall be published on Transporter's Website and this definition will be revised.

- 13.3.3 Recovery of Volumes Owed to Transporter - Whenever Shipper's actual cumulative receipts during Billing Month are less than actual cumulative deliveries, Transporter will recover the cost of the volumes owed to Transporter by assessing Shipper the replacement costs associated with the excess gas taken during the Billing Month. Such costs will be based on the average weekly price reported for "CENTERPOINT, EAST" as published by Gas Daily during the Billing Month that the imbalance occurred multiplied by Shipper's imbalance volumes.

GENERAL TERMS AND CONDITIONS
(Continued)

- 13.3. Contract Termination - Shipper shall coordinate with Transporter to reduce to zero, within 60 days of contract termination, Shipper's Net Imbalance.
 - 13.3.1. For purposes of this section, Shipper's Net Imbalance shall equal the net sum of Shipper's monthly imbalances remaining at contract termination.
- 13.4. Imbalance Netting and Trading - Transporter will net Shipper's imbalances on a monthly basis across all of Shipper's FT or IT Agreements. Shipper may trade any imbalances incurred under this section with other shippers on Transporter's system, provided the imbalances to be traded are off-setting. Whenever requested and whenever possible, Transporter will post requests to trade imbalances on Transporter's Website. Trades may be completed by notifying Transporter between 9:00 am and 5:00 pm Central Clock Time on any business day. Trades will be deemed completed upon notification to Transporter.
- 13.5. Unauthorized Overrun Charge - If Shipper exceeds its MDQ without approval of the Transporter, Shipper shall pay a rate equal to twice the AOS rate set forth on the Statement of Rates and Charges for each MMBtu of Gas taken in excess of Shipper's MDQ.
- 13.6. Waiver - Transporter may waive its right to collect all or any portion of the charges assessed Shipper under this section, provided that such waiver is granted in a nondiscriminatory manner.

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(Continued)

- 13.4 Contract Termination - Shipper shall coordinate with Transporter to reduce to zero, within 60 days of contract termination, Shipper's Net Imbalance.
- 13.4.1 For purposes of this section, Shipper's Net Imbalance shall equal the net sum of Shipper's monthly imbalances remaining at contract termination.
- 13.5 Imbalance Netting and Trading - Transporter will net Shipper's imbalances on a monthly basis across all of Shipper's FT or IT Agreements. Shipper may trade any imbalances incurred under this section with other shippers on Transporter's system, provided the imbalances to be traded are off-setting. Whenever requested and whenever possible, Transporter will post requests to trade imbalances on Transporter's Website. Trades may be completed by notifying Transporter between 9:00 am and 5:00 pm Central Clock Time on any business day. Trades will be deemed completed upon notification to Transporter.
- 13.6 Unauthorized Overrun Charge - If Shipper exceeds its MDQ without approval of the Transporter, Shipper shall pay a rate of \$10 for each MMBtu of Gas taken in excess of Shipper's MDQ.
- 13.7 Upstream or Downstream Imbalances - In the event that Transporter is assessed an imbalance penalty or cash-out charge by an interconnecting pipeline(s) which charge has been caused by any action of one or more Shippers, Transporter shall recover from the Shippers causing such imbalance or charge an amount of penalty revenues equal to the amount that Transporter has been assessed by the interconnecting pipeline(s).
- 13.8 Waiver - Transporter may waive its right to collect all or any portion of the charges assessed Shipper under this section, provided that such waiver is granted in a nondiscriminatory manner.

GENERAL TERMS AND CONDITIONS
(Continued)

14. CREDITING AND PENALTY REVENUES

14.1. Amounts OFO and Imbalance Penalties

14.1.1. Amounts collected by Transporter as payment of OFO and Imbalance penalties, pursuant to Sections 11 and 13 of the GT&C, net of any resulting costs shall be credited to Eligible Shippers in the month such penalties are invoiced.

14.1.2. For a given month, Eligible Shippers with regard to OFOs are Shippers who complied with Transporter's OFO.

14.1.3. For a given month, Eligible Shippers with regard to Imbalances are Shippers who did not incur an Imbalance penalty.

15. NEGOTIATED RATES

15.1. Transporter and Shipper may agree to a rate under any Rate Schedule which may deviate in either form or level or both from the applicable maximum recourse rates set forth in the Statement of Rates and Charges in this Tariff. If Transporter and Shipper do not agree to a negotiated rate, the applicable recourse rates for that service will be available.

15.2. Filing Requirement - No later than the Business Day on which Transporter commences service at a negotiated rate (or if the day on which Transporter commences service is not a Business Day, then no later than the next Business Day thereafter), Transporter will file either the FT or IT Agreement or a tariff sheet stating the exact legal name of the Shipper, the negotiated rate, the rate schedule, the receipt and delivery points, the contract quantity, and, where applicable, the exact formula underlying a negotiated rate for any FT or IT Agreement. (To the extent any transportation agreement deviates in any material respect from the Form of Service Agreement in the tariff for the applicable rate schedule, such agreement will be filed with the Commission.)

GENERAL TERMS AND CONDITIONS
(Continued)

- 15.3. Precondition - Transporter and Shipper have executed an FT or IT Agreement for a negotiated rate. At the time of execution, service was available for Shipper under one or more of the rate schedules generally applicable to all Shippers at a recourse rate.
- 15.4. Allocation of Capacity - For purposes of allocating capacity, whether by Transporter or pursuant to the capacity release provisions of Section 22 of the GT&C, a negotiated rate Shipper paying a rate higher than the maximum applicable recourse rate will be deemed to be paying a rate equal to such maximum recourse rate. The price cap for bidding for capacity under the ROFR provisions in Section 23 of the GT&C is the maximum recourse rate.
- 15.5. Capacity Release - The release of capacity under an FT Agreement is capped at the maximum recourse rate, except for releases where no such rate cap applies; provided, however, the negotiated rate Shipper will continue to be obligated to pay Transporter any difference by which the revenue due under the FT Agreement exceeds the revenue received from the Replacement Shipper. Transporter and a negotiated rate Shipper may agree upon payment obligations and crediting mechanisms, which vary from or are different from those set forth in Transporter's capacity release provisions in Section 22 of the GT&C.
- 15.6. Accounting Treatment - Transporter will establish a new sub-account to record the revenues from any negotiated rate transactions and shall maintain supporting information at a level of detail sufficient for Natural Gas Act section 4 rate change filing purposes. Transporter will maintain records that keep separate and identifiable each volume transported, billing determinant, surcharge, and revenue associated with a negotiated rate to permit filings in the form of Statements G, I, and J in future rate proceedings.

GENERAL TERMS AND CONDITIONS
(Continued)

16. DISCOUNTED RATES

16.1. Transporter has the right to discount its rate from the maximum rates set forth on the Statement of Rates and Charges, provided such rate is not below the stated minimum rate. In the event that Transporter agrees to discount its rate to Shipper below Transporter's maximum rate under Transporter's Rate Schedules, the applicable discount terms may be reflected on the FT or IT Agreement(s) and will apply without the discount constituting a material deviation from Transporter's applicable FT or IT Agreements.

16.2. Order of Discounting - To the extent Transporter discounts the rates for service, the rates for service will be deemed to have been discounted in the following order: (1) Reservation Charge; and (2) Commodity Charge, but no charges will be discounted below the stated minimum rate.

17. ANNUAL CHARGE ADJUSTMENT

17.1. Purpose - This section is filed pursuant to Section 154.402 and Subpart B of Part 382 of the Commission's Regulations under the Natural Gas Act ("NGA"). The intent and purpose of this section is to establish an Annual Charges Adjustment ("ACA") provision under which Transporter can recover from its customers annual charges assessed to it by the Commission pursuant to Part 382 of the Commission's Regulations. All amounts assessed pursuant to Part 382 of the Commission's Regulations shall be recorded in Account 928.

GENERAL TERMS AND CONDITIONS
(Continued)

- 17.2. Applicability - The ACA surcharge shall be applicable to all transportation transactions performed by Transporter.
- 17.3. Basis of the ACA Surcharge - The rates for all transactions shall be adjusted by a unit charge to recover ACA-related costs. Such unit charge shall be that increment, adjusted to Transporter's pressure base and Heating Value, if required, which has been established by the Commission. The ACA surcharge shall be applied to the commodity component of rates.
- 17.4. Filing Procedure - The ACA surcharge shall be filed annually by Transporter at least thirty (30) days prior to the effective date of charge, as defined in Section 16.5 below. Any such filing shall become effective on the effective date of charges hereunder without suspension or refund obligation.
- 17.5. The effective date of adjustment for each annual charge rate adjustment filed pursuant to this section shall be October 1 of each year. The ACA surcharge shall become effective on the effective date of adjustment without suspension or refund obligation.
- 17.6. Transporter shall retain all revenues collected under this section. Except as provided by this section, Transporter shall not have the right to seek to recover in any proceeding under Section 4 of the NGA any annual charges recorded in its FERC Account No. 928.
- 17.7. Payment. Transporter shall remit to the Commission, within 45 days of the issuance of the bill by the Commission, payment of the annual charge assessed Transporter unless Transporter has filed a petition under 18 C.F.R. §382.105. Payment must be made to the United States Treasury.

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Superseding: First Revised Sheet No. 76

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18. FUEL AND GAS LOSS RETENTION PERCENTAGES PERCENTAGE

Shipper. Schedules and to

18.1 Applicability: Fuel and Gas Loss Quantities shall be furnished in kind by
The Fuel and Gas Loss Reimbursement Percentage (FRP) shall apply to Rate
FT-1, FT-2 and IT. The total FRP will be the sum of two components: a Base FRP
an FRP True-up Adjustment percentage. The FRP will be shown on the Statement of
Rates and Charges of this Tariff. The Base FRP will be determined pursuant to
Section 18.3. The FRP True-up Adjustment percentage will be determined pursuant
Section 18.4.

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18.2 Quarterly FRP Filing: Transporter shall make quarterly limited Natural Gas Act
section 4 filings setting forth proposed changes to the Base FRP and the FRP
Adjustment. Revisions to the Base FRP and the FRP True-up Adjustment will be
effective the first day of each quarter, January 1, April 1, July 1 and October
with revisions filed no later than thirty (30) days prior to the effective date.

Fuel transportation be

18.3 Determination of the Base FRP: The Base FRP will be calculated by dividing the
and Gas Loss Quantities for the prior calendar quarter by the total
volumes projected to be scheduled for the calendar quarter in which the FRP will
in effect. Transporter will round the resulting percentage to the nearest 0.01.

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(Continued)

18.4 Determination of FRP True-up Adjustment: To determine the FRP True-up Adjustment, Transporter will first calculate the FRP "True-up Quantity." The True-up Quantity shall equal the difference between the Fuel and Gas Loss quantities received from Shippers during the prior calendar quarter and the actual Fuel and Gas Loss quantities experienced on Transporter's system during the same period. The FRP True-up Adjustment will be calculated by dividing the True-up Quantity by the total which the transportation volumes projected to be scheduled for the calendar quarter in the FRP will be in effect. Transporter will round the resulting percentage to the nearest 0.01%.

18.5 Interim Adjustment to FRP: If Transporter determines that actual Fuel and Gas Loss quantities diverge significantly from the quantities retained through the FRP, Transporter may make an interim limited Natural Gas Act section 4 filing to revise the FRP.

GENERAL TERMS AND CONDITIONS
(Continued)

19. BILLING AND PAYMENT

- 19.1. Transporter shall render invoices on or before the tenth day of each month for all Gas delivered in the preceding monthly billing period. Invoices may be rendered to Shipper by mail, electronically or facsimile. When information necessary for billing purposes is in the control of Shipper, such information shall be delivered to Transporter by Shipper on or before the fifth day of the month following the month in which service was provided.
- 19.2. Shipper shall pay to Transporter at its designated office on or before the fifteenth day of each month for the Gas delivered by Transporter during the preceding month and invoices by Transporter; provided, however, Shipper's payment shall never be due until ten (10) days from the postmark, e-mail notification or facsimile confirmation date of Transporter's invoice.
- 19.3. Should Shipper fail to pay all of the amount of any invoice as herein provided when such amount is due, Shipper shall pay a Charge for Late Payment. Such Charge for Late Payment shall be determined by multiplying (a) the unpaid portion of the invoice, by (b) the ratio of the number of days from the due date to the date of actual payment to 365, and by (c) the interest rate determined in accordance with Section 154.501(d) of the Commission's regulations. If such failure to pay continues for thirty (30) days after payment is due, Transporter may suspend service; and, if Transporter has provided Shipper and the Commission with at least thirty (30) days notice that service will terminate due to the non-payment, Transporter, in addition to any other remedy it may have under the service contract, may after application to and authorization by the Commission, if that authorization is necessary, terminate the service contract; provided however, that is Shipper in good faith shall dispute the amount of any such invoice or part thereof and shall pay to Transporter such amounts as it concedes to be correct in addition to providing such remittance detail and documentation identifying the basis of the dispute, and at any time within thirty (30) days after a demand is made by Transporter shall furnish good and sufficient surety bond or such other mutually agreeable security,

GENERAL TERMS AND CONDITIONS
(Continued)

- 19.3 (Continued)
guaranteeing payment to Transporter of the amount ultimately found due upon such invoices after a final determination, which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to terminate the FT or IT Agreement until default be made in the conditions of such bond.
- 19.4. Payments received shall be applied first to accrued interest, then to the previously outstanding principal due, and lastly, to the most current principal due.
- 19.5. If Shipper disputes the amount of any invoice for any reason, Shipper shall notify Transporter of the dispute within ten (10) Business Days after receipt of the invoice. If Shipper fails to notify Transporter of the dispute within ten (10) Business Days, the disputed invoice shall be paid in full according to the terms of the FT or IT Agreement, but the payment shall be subject to the interest rate determined in accordance with Section 154.501(d) of the Commission's regulations. Any refund due to Shipper under this section shall be due and payable fifteen (15) Days after the final resolution of the dispute.
- 19.6. If an invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute. If Shipper in good faith:
- 19.6.1. Disputes the amount of any such bill or part thereof;
 - 19.6.2. Pays to Transporter such amounts as it concedes to be correct;
 - 19.6.3. Provides Transporter with a written notice including a full description of the reasons for the dispute, together with copies of supporting documents; and

GENERAL TERMS AND CONDITIONS
(Continued)

19.6.4. At any time thereafter within 20 days of a demand made by Transporter furnishes good and sufficient surety bond or other mutually agreeable security guaranteeing payment to Transporter of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to suspend further transportation services because of such non-payment pursuant to this section unless and until default be made in the conditions of such bond.

19.7. Prior period adjustment time limits will be six (6) Months from the date of the initial transportation invoice and seven (7) Months from the date of initial sales invoice with a three (3) Month rebuttal period, excluding government required rate changes. This standard shall not apply in the case of a deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

20. NEW FACILITIES POLICY

20.1. Transporter is under no obligation to build, acquire and/or install service lateral pipelines, taps and metering facilities necessary to provide transportation service to any new or existing Shipper. Transporter may construct facilities on a non-discriminatory basis.

20.2. Except as provided in Section 20.4, Shipper shall reimburse Transporter: (a) for the costs of any facilities installed by Transporter with Shipper's consent to receive, measure, transport or deliver Gas for Shipper's account, and (b) for any and all filing fees required in connection with Shipper's FT or IT Agreement that Transporter is obligated to pay to the Commission. Any reimbursement due Transporter by Shipper shall be due and payable to Transporter within ten (10) Days receipt of Transporter's bill. Transporter may consent that such reimbursement, plus carrying charges thereon, be amortized over a mutually agreeable period. Carrying charges shall be computed using Commission-established interest rates.

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(Continued)

- 20.3. For the purposes of this section, Transporter's construction, acquisition, and/or installation costs shall include, but shall not be limited to: Transporter's design costs, equipment costs, labor costs, material costs, supervision costs, construction financing costs (including a return on equity), taxes (whether income or otherwise), filing fees, right of way costs, environmental compliance costs and permitting costs.
- 20.4. Transporter may waive all or a portion of the facility cost reimbursement requirement if Transporter determines that the expected throughput, revenues or other benefits make construction of the facilities economical to Transporter. Transporter shall treat requests for waiver in a manner which is not unduly discriminatory.
- 20.5. Within ninety (90) days after commencing service for the requesting Shipper, Transporter shall determine the actual cost of constructing and installing the requested facilities. If the actual cost is less than the new facilities cost paid by the requesting Shipper under this section, the difference shall be refunded to the requesting Shipper within thirty (30) days of such determination. If the actual costs is greater than the new facilities cost paid by the requesting Shipper under this section, the difference shall be paid by the requesting Shipper within thirty (30) days of such determination.
- 20.6. Unless mutually agreed otherwise by Transporter and Shipper, Transporter shall have title to, own and operate all new facilities added to its system pursuant to this section.

21. WARRANTY TO TITLE

- 21.1. Shipper warrants for itself, its successors and assigns, that it will have, at the time of tender of Gas to Transporter hereunder, good title to the Gas it tenders, that the Gas it tenders hereunder shall be free and clear of all liens,

GENERAL TERMS AND CONDITIONS
(Continued)

- 21.1 (continued)
encumbrances and claims whatsoever, that Shipper shall indemnify Transporter and save it harmless from all suits, actions (including but not limited to enforcement actions of the Commission or other regulatory or judicial bodies), debts, accounts, damages, penalties, fines, assessments, costs, losses, royalties, taxes, license fees, charges, or other expenses resulting from breach of this warranty.
- 21.2. If Shipper's title or right to deliver Gas to be transported is questioned or involved in any action, Transporter shall not be obligated to continue providing service to Shipper unless and until Shipper provides a bond or other security satisfactory to Transporter that provides adequate assurances satisfactory to Transporter that such questions will adequately be resolved.
- 21.3. Title to the Gas received by Transporter at the Receipt Point(s) shall not pass to Transporter, except that title to Gas delivered for Transporter's (1) Fuel and Gas losses, (2) imbalance or cash-out volumes where applicable, and (3) Gas left on system by Shippers, shall pass to Transporter upon delivery at the Receipt Point(s).

22. CAPACITY RELEASE

- 22.1. Capacity Eligible for Release - Shippers under Rate Schedule FT-1 shall be permitted to release their capacity on a temporary or permanent basis, in accordance with this section. Capacity eligible to be released hereunder shall be limited to the firm capacity reserved by the Releasing Shipper, as defined by the Primary Receipt Point(s) and the Primary Delivery Point(s) contained in the Shipper's FT Agreement. Releases may be made on an interruptible (i.e., subject to recall) or firm basis and may be billed by Transporter based on usage.

GENERAL TERMS AND CONDITIONS
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- 22.2. Shipper Release Notice - A Shipper that desires to release any or all of its firm capacity under this section must notify Transporter electronically on the Website of its intent to release capacity and the terms of the release (hereafter referred to as "Shipper Notice"). A Shipper Notice shall be posted on the Website upon receipt by Transporter or such other time which must comply with the timeline set forth in this section, as requested by Releasing Shipper. This Shipper Notice shall include:
- 22.2.1. Releasing Shipper's name and contract number;
 - 22.2.2. The specific quantity of capacity to be released;
 - 22.2.3. If the request for release is on a permanent basis;
 - 22.2.4. The Receipt Points and Delivery Points at which Releasing Shipper will release capacity and the quantity of capacity to be released at each point;
 - 22.2.5. The term of the release;
 - 22.2.6. Whether Releasing Shipper is willing to release an amount less than requested and for a shorter time period than requested;
 - 22.2.7. Whether Releasing Shipper conditions the release to not allow the Replacement Shipper to effect a change in the Primary Receipt and/or Delivery Point(s) listed on Exhibit A to the Releasing Shipper's FT Agreement;
 - 22.2.8. The conditions of Releasing Shipper's right of recall as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable;
 - 22.2.9. Whether contingent bids will be accepted and when the contingency must be removed;
 - 22.2.10. The identity of a Prearranged Replacement Shipper ("PRS"), if applicable;

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(Continued)

- 22.2.11. The minimum rate, including the tariff reservation rate and all demand surcharges as a total number or as stated separately, expressed in dollars and cents or percentage of maximum Tariff rate, term, and quantity of capacity Releasing Shipper will accept, if any, and whether bids using a volumetric rate for the collection of Reservation Charges will be accepted and whether Releasing Shipper requires a volumetric commitment. The maximum volumetric rate that may be bid for any release of more than one year shall not exceed the one hundred percent (100%) load factor equivalent of the maximum rate, unless the Commission by rule or order allows a higher rate, which reservation rate equals the AOS rate for the applicable service being released as set forth on the effective rate tariff sheets. No rate limitation applies to the release of capacity for a period of one year or less and all such releases must comply with the posting and bidding requirements set forth in this Section 22. Transporter shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission. The maximum reservation rate that may be bid shall not exceed the maximum rate for the applicable service being released as set forth on the applicable currently effective tariff sheets.
- 22.2.12. Releasing Shipper shall post the Shipper Notice on Transporter's Website. Offers should be binding until written or electronic notice of withdrawal is received by Transporter. 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.
- 22.2.13. When a Releasing Shipper presents a PRS that is on the approved bidders list, such Replacement Shipper initiates confirmations of prearranged deals electronically as a prerequisite to the awarding of the Shipper Notice.

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(Continued)

- 22.2.14. The terms Releasing Shipper imposes may not conflict with any provision of the FT Agreement, Rate Schedule or GT&C. In the event of such conflict, Transporter may withdraw the Shipper Notice from posting.
- 22.3. Exceptions to Bidding
- 22.3.1. At Shipper's option, a Shipper Notice for a release of thirty-one (31) days or less with a designated PRS, a release of capacity for more than one year at the maximum tariff rate, a release to an asset manager (as defined by FERC regulations at 18 C.F.R. §284.8(h)(3)), or releases to a marketer participating in a state-regulated retail access program (as defined by FERC regulations at 18 C.F.R. §284.8(h)(4)) shall be exempt from the advance posting and bidding process set forth in this section. However, the Releasing Shipper must provide the terms of such releases to Transporter for informational posting purposes at the time of the release. When a capacity release for thirty-one (31) days or less is exempt from the posting and bidding requirements, a Releasing Shipper may not roll-over or extend the release unless it complies with the posting and bidding requirements of this section, and may not re-release to the same PRS until twenty-eight (28) days after the first release period has ended, except in the event the release is to an asset manager or a marketer as defined at 18 C.F.R. §284.8(h), the PRS is bidding the Maximum Rate or is bidding on a second release under a different FT Agreement.
- 22.3.2. In the event Releasing Shipper presents a PRS that is on the approved bidders list, and such PRS agrees to pay the applicable Maximum Rate and agrees to all other conditions of the release prior to the submission of the Shipper Notice to Transporter, the released capacity will be assigned to the PRS and such Shipper Notice shall be exempt from the bidding process in accordance with this section. The PRS will be posted as the winning bidder in accordance with this section.

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22.3.3. Timing of Capacity Releases Exempt from Bidding - For non-biddable releases, the posting of the Shipper Notice for prearranged deals not subject to bid are due (Central Time):

- a) Timely Cycle - by 10:30 am on a Business Day
- b) Evening Cycle - by 5:00 pm on a Business Day
- c) Intra-day 1 Cycle - by 9:00 am on a Business Day
- d) Intra-day 2 Cycle - by 4:00 pm on a Business Day

The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

22.4. Bidding Process

22.4.1. In order to submit a valid bid under this capacity release program, any party, including a PRS, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of this section and have executed a Capacity Release Transportation Service Agreement with Transporter in the form as set forth in this Tariff. A party shall remain on the approved bidders list until such party notified Transporter to the contrary, no longer meets the credit qualifications in this section, or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service.

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22.4.2. The capacity release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (1) all information provided by the parties to the transaction is valid and the acquiring Shipper has been determined to be creditworthy before the capacity release bid is tendered; and (2) that are no special terms or conditions of the release.

a) For biddable releases (less than one year)

On a Business Day

12:00 pm

Time by which Releasing Shipper shall post the Shipper Notice on the Website.

1:00 pm

Bidding period ends and evaluation period begins during which contingency is eliminated, determination of best

is made and ties are broken.

2:00 pm

Evaluation period ends and award posting if no match required.

Communication of match or award is due

2:30 pm

Match response is due

3:00 pm

Award posting where match is required.

bid

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- b) For biddable releases (one year or more)
- than The timeline is the same as biddable releases for less
- the one year except that the Releasing Shipper shall post the
Shipper Notice on the Website by 12:00 pm CCT four (4)
Business Days before award for long-term release. Open
season ends no later than 1:00 pm Central Clock Time on
- season Business Day before timely nominations are due (open
is three (3) Business Days).
- 22.4.3. For the capacity release business process timing model in this
section, only the following methodologies are supported by
Transporter and provided to Releasing Shippers as choices from which
they may select and, once chosen, should be used in determining the
awards from the bid(s) submitted. They are: 1) highest rate, 2)
net revenue, and 3) present value. Other choices of bid evaluation
methodology (including other releasing shipper defined evaluation
methodologies) can be accorded similar timeline evaluation treatment
at the discretion of Transporter. However, Transporter is not
required to offer other choices or similar timeline treatment for
other choices, nor is Transporter held to the timeline should the
releasing shipper elect another method of evaluation.
- 22.4.4. All bids must be expressed in dollars and cents or percents of
maximum rate, whichever is stated in the Shipper Notice, include the
required bid information and must be received and posted
electronically through the Website. Bids shall be posted on the
Website with any contingencies identified and with the bidder's
identity deleted.
- 22.4.5. A bidder may submit only one bid at a time in response to a Shipper
Notice. A bidder may withdraw its bid through the Website at any
time prior to the close of the posting period specified in the
Shipper Notice without prejudice to its submitting another bid with
an economic value equal to or greater than the economic value of the
withdrawn bid.

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- 22.4.6. Where there is a PRS and an offer which is better than the bid submitted by the PRS, Transporter will notify the PRS by 2:00 pm CCT on the day capacity is awarded and the PRS will have until 2:30 pm to match the better offer and obtain the right to the released capacity. In the event the PRS does not match the better bid, Transporter shall award the capacity to the party who made the best bid.
- 22.4.7. Bids shall be binding until written or electronic notice of withdrawal is received by Transporter. Bids cannot be withdrawn after the bid period ends.
- 22.4.8. In the event that a winning bid has an unacceptable contingency, and Transporter is not notified through the Website that such contingency has been removed within the time period specified in the Shipper Notice, such contingent bid will be rejected by Transporter.
- 22.4.9. The Releasing Shipper may define in the Shipper Notice the criteria for determining the best bid. If the Releasing Shipper does not specify the criteria, Transporter shall use the highest economic value to determine the best bid. If there are multiple bids meeting the minimum conditions, Transporter shall award the bids, best bid first, until all offered capacity is awarded. Transporter will notify, through the Website by 2:00 pm CCT following the end of the posting period, or by 3:00 pm CCT if a matching period is applicable, the PRS or Replacement Shipper that capacity has been awarded. Transporter shall allow re-releases on the same terms and basis as the primary release (except as prohibited by the Commission's regulations).
- 22.4.10. Transporter will post the winning bids and Replacement Shippers' identify on the Website for at least five (5) Business Days.

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- 22.5. Rights and Obligations of Releasing and Replacement Shippers
- 22.5.1. Releasing Shipper shall remain liable for all its contractual obligations including the Reservation Charges, Negotiated Rates, Discounted Rates, and all other applicable charges and surcharges, attributable to the released capacity unless otherwise agreed to in writing and in advance by Transporter. In the event of a permanent release, Transporter may waive liability of Releasing Shipper for all its contractual obligations.
- 22.5.2. When capacity is awarded to Replacement Shipper, Releasing Shipper must adjust or reconfirm its nominations to reflect the capacity released. Transporter may automatically change Releasing Shipper's nominations to zero for the FT Agreement under which capacity was released unless such nominations are adjusted or reconfirmed by the Releasing Shipper.
- 22.5.3. Releasing Shipper shall retain all Rights of First Refusal with respect to the released capacity, unless such release is a permanent release.
- 22.5.4. Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination cycle and the Evening Nomination cycle, and recall unscheduled released capacity at the Intra-Day 1 and Intra-Day 2 Nomination cycles by providing notice to Transporter by the following times for each cycle: 8:00 am CCT for the Timely Nomination cycle; 5:00 pm CCT for the Evening Nomination cycle; 8:00 am CCT for the Intra-Day 1 Nomination cycle, and 3:00 pm for the Intra-Day 2 Nomination cycle. Notification to Replacement Shippers provided by Transporter within one hour of receipt of recall notification.

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- 22.5.5. Any bid submitted will bind Replacement Shipper or PRS to the terms of the bid if Transporter selects such bid as the best bid. If all the information provided by the Releasing Shipper, the bidder/PRS is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Transporter will issue and execute the Addendum to the Capacity Release Transportation Agreement within one hour of awarding the winning bid.
- 22.5.6. The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum; however, in no event will Gas flow on Replacement Shipper's agreement prior to the effective date of the release as posted in the Shipper Notice.
- 22.5.7. Replacement Shipper is liable for all obligations attributable to the rate schedule and related tariff provisions under which the release takes place.
- 22.5.8. Replacement Shipper is responsible for payment of the applicable Reservation Charge, Commodity Charge, and all other applicable charges and surcharges consistent with its winning bid. In the event of payment default, subject to this section, Transporter may elect to terminate that Replacement Shipper's Capacity Release Service Agreement, which shall terminate all service.
- 22.5.9. Once Replacement Shipper or PRS is notified of a winning bid, such Replacement Shipper or PRS shall have all the rights and obligations specified under the Releasing Shipper's Rate Schedule, the Releasing Shipper's FT Agreement and the GT&C including the right to release firm capacity pursuant to this section unless the conditions prescribed by the Shipper Notice require otherwise. Transporter shall allow re-releases on the same terms and basis as the primary release (except as prohibited by the Commission's regulations).

GENERAL TERMS AND CONDITIONS
(Continued)

- 22.5.10. Replacement Shipper shall have no ROFR with respect to the released capacity, unless such release is permanent.
 - 22.5.11. Replacement Shipper shall have the right to nominate secondary delivery points, subject to the availability of capacity, and subject to the priorities set forth in Sections 9 and 10 of the GT&C
- 22.6. Rights and Obligations of Transporter
- 22.6.1. Transporter shall determine the best bid based upon the best bid criteria. Transporter shall have the right, but not the obligation, to reject, in whole or in part, the terms of any Shipper Notice or bid which is discriminatory or conflicts with any order or regulation issued by the Commission, or provision of the FT Agreement, FT Rate Schedules or GT&C. Such Shipper notice shall be rejected in its entirety unless Shipper permits a partial rejection. Transporter shall provide notification to Shipper, through the Website, of the reason(s) for rejecting a release notice with the notice of rejection.
 - 22.6.2. Transporter shall not have any liability to any Shipper, Releasing Shipper, Replacement Shipper, bidder or any other party as a result of Transporter's performance of its obligations under its capacity release program, and such Shippers, Releasing Shippers, Replacement Shippers, and bidders shall indemnify Transporter from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of Transporter's performance hereunder, except to the extent such loss, damage, expense, claim, suite, action or proceeding is the result of Transporter's gross negligence, or willful misconduct, provided that Transporter shall be responsible for direct damages, if any, resulting from Transporter's own negligence.

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(Continued)

22.6.3. Transporter shall have no obligations to market any capacity to be released by a Releasing Shipper. Transporter, however, may agree to market capacity for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service.

22.7. Term

22.7.1. Any release under this section shall be for a minimum term of at least one Gas Day.

22.7.2. Any release under this section shall be for a maximum term expiring on the earlier of:

- a) The last date this Tariff provision shall be effective;
- b) The expiration date of Releasing Shipper's FT Agreement
the release is for the full term of such agreement; or
- c) The expiration date specified by the Releasing Shipper in the Shipper Notice.

when

22.8. Billing Adjustments to Releasing Shipper

22.8.1. Transporter shall credit Releasing Shipper's monthly bill to reflect the Reservation Charge invoiced to Replacement Shipper, provided however, that in connection with a release of a volumetric rate, or a negotiated rate with no reservation charge, Transporter shall credit Shipper's monthly bill with the amounts invoiced to the Replacement Shipper, less any amounts attributable to variable costs, which Transporter shall retain; and, provided further, that notwithstanding any other provision of this Tariff, Transporter and Shipper may agree upon a payment obligation, sharing arrangement, or crediting mechanism that varies from or is in addition to the provisions of this section.

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22.8.2. If Replacement Shipper fails to pay all or any part of the Reservation Charge so credited within thirty (30) days of its due date, then such unpaid amount plus interest will be charged to Releasing Shipper's next monthly bill and will be due and payable by Releasing Shipper in accordance with this section.

23. RIGHT OF FIRST REFUSAL

23.1. If an FT Agreement at the maximum recourse rate for a term of twelve (12) or more consecutive months of service contains no automatic extension provision, Shipper shall be entitled to a ROFR to the renewal of its Transportation Quantity in accordance with the procedures set forth in this section. Prior to the termination of any FT Agreement and prior to Transporter posting the availability of capacity under this section, if applicable, Transporter and Shipper may mutually agree to modify or extend such agreement, with respect to all or a portion of the underlying MDQ, on a case-by-case basis and in a not unduly discriminatory manner.

23.2. Unless otherwise agreed to in Shipper's FT Agreement, Shipper must provide written notice to Transporter at least 180 days prior to the termination date if the Shipper wants to exercise its ROFR.

23.3. Transporter shall post the capacity for bidding on its Website no later than 180 days prior to the expiration of Shipper's FT Agreement. The capacity will remain posted on the Website for a minimum of 20 days ("ROFR Bidding Period"), with such posting containing the following information with respect to the capacity:

- a) Daily Transportation Quantity;
- b) Receipt and Delivery Points;
- c) Maximum reservation charge;
- d) Any applicable restrictions; and
- e) The last day of the ROFR Bidding Period.

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- 23.3. (continued)
Transporter may require bidders to insure that offers are bona fide by providing financial assurances satisfactory to Transporter.
- 23.4. A Shipper may elect to retain a portion of its Contracted Capacity subject to ROFR rights, in which case Transporter's pregranted abandonment authority shall apply to the remainder of the service.
- 23.5. Upon conclusion of the ROFR Bidding Period, Transporter shall evaluate the bids in accordance with the procedures set forth in Section 22 for the evaluation of bids under Transporter's capacity release mechanism, provided that any bid rate higher than the maximum applicable recourse rate shall be deemed to be equal to the maximum applicable recourse rate. Transporter shall not be required to accept any bid at less than Transporter's maximum applicable recourse rate.
- 23.6. If Transporter receives no bids, or if Transporter receives no bids at its maximum applicable recourse rate and Transporter determines not to accept any bids below the maximum applicable recourse rate, Transporter shall notify Shipper of the bid having the highest value to Transporter ("Highest Bid"), or that no bids were received. If Transporter receives a bid at its maximum applicable recourse rate, or if it accepts any bid below the maximum applicable recourse rate, Transporter shall, within five days of the close of the ROFR Bidding Period, inform Shipper of the offer to purchase capacity solicited pursuant to this section that Transporter intends to accept. Shipper shall have twenty-five (25) days after receiving notice to notify Transporter as to whether it will match the Highest Bid in terms of price, quantity and duration. If the Shipper elects to match the Highest Bid, it must execute a new transportation agreement that contains the terms of the Highest Bid; provided, however, that Shipper shall not be required to pay any rate higher than the maximum applicable recourse rate. If the Shipper fails to match the offer presented by Transporter, Transporter shall enter into an FT Agreement with the Person submitting the competing offer.

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23.7. If Transporter receives no bids at the maximum applicable recourse rate and Transporter refuses to accept a lower bid, Transporter may abandon service to Shipper, unless Shipper agrees to pay the maximum applicable recourse rate for a period of one year, or if Transporter and Shipper negotiate the terms and conditions of an FT Agreement extension.

24. SECONDARY POINT RIGHTS

Subject to the priorities set out in Sections 9 and 10 of the GT&C, Shippers under any firm rate schedule shall have the right to use all Receipt and Delivery Points on Transporter's system on a secondary basis as alternatives to the primary points specified in the FT Agreement.

25. COMMUNICATION REGARDING SERVICES

25.1. System and Service Information. Whenever possible, information on the availability, pricing or other terms of the transportation services will be made available on Transporter's Website.

25.2. Access to Transporter's Website. Information about Transporter's system and its capacity shall be provided on Transporter's Website.

a) This Website provides a menu of information available; is downloadable; is backed up daily, with the most recent entries displayed ahead of older entries; is periodically purged of information on completed transactions, with purged information archived on the Website for three years; contains links that separate critical system-wide notices from non-critical notices; and contains a search function.

b) A Shipper may gain use of Transporter's Website by: (1) Acquiring compatible PC capability and receiving a user identification number for accessing the system; or (2) Executing a Website Access Agreement with Transporter.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-321-000

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- 25.3. Except as otherwise provided herein, any notice, request, or demand concerning service under any FT or IT Agreement will be posted on Transporter's Website. System-wide notices should have a separate category for notices that are not critical.
- 25.4. Except as provided otherwise in this Tariff or the FT or IT Agreement, operational communications may be made by telephone or other mutually agreeable means without subsequent written confirmation, unless written confirmation is requested by either party hereto.
- 25.5. All notices concerning the limitation or interruption or the transportation of Gas supplies or other similar matters concerning the dispatching of Gas, which would be effective within 72 hours of the notice shall be provided via Transporter's Website. Confirmations shall be given via Internet E-Mail or direct notification to the party's Internet URL address, to be chosen by the affected party and posted on Transporter's Website.
- 25.6. Except as otherwise specifically provided in this Tariff, any notice to be given by Shipper shall be in writing and shall be sufficient if personally delivered or sent by mail or facsimile transmission (with confirmation of receipt) to the following address:

MarkWest Pioneer, L.L.C.
1515 Arapahoe Street
Tower 2, Suite 700
Denver, CO 80202-2126

Any notice shall be deemed received on the date delivered if transmitted via facsimile, telecopied, or personally delivered, or five (5) Days following deposit in the mail if mailed in the manner set out above. The designation or address of the party to be notified may be changed at any time by delivery of written notice of that change to the other party.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-321-000

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- 25.7. Service Complaints. Customers are encouraged to resolve any disputes informally with their designated customer representatives. A formal complaint concerning any transportation services offered by Transporter shall specifically state that it is a complaint filed pursuant to Commission rules and shall be addressed to address listed in Section 25.6.
- 25.8. Transporter shall inform Shipper within 48 hours that the inquiry has been received and inform Shipper of Transporter's initial response to the inquiry and proposed course of action. Each inquiry will be noted on the transportation request log. Each inquiry shall be investigated, and, within 30 days of inquiry, Transporter shall inform Shipper in writing in of the action, if any, taken in response to Shipper's inquiry. Transporter shall maintain a separate file for all shipper inquiries and Transporter's responses.

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-738-001

First Revised Sheet No. 98 First Revised Sheet No. 98
Superseding: Original Sheet No. 98

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26. NORTH AMERICAN ENERGY STANDARDS BOARD ("NAESB") STANDARDS

Transporter adopts or exceeds all of the Business Practices and Electronic Communication Standards which were required by the Commission in 18 C.F.R. Section 284.12(b) in accordance with Order Nos. 587, et seq. In addition to the standards reflected in other provisions of this Tariff, the following NAESB Wholesale Gas Quadrant ("WGQ") standards, definitions and data sets, Version 1.8, are incorporated herein by reference:

General Standards (Version 1.8): 0.3.1 and 0.3.2.

Creditworthiness Standards (Version 1.8): 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9 and 0.3.10.

Gas/Electric Operational Communication Standards (Version 1.8): 0.2.1, 0.2.2, 0.2.3, 0.3.11, 0.3.12, 0.3.13, 0.3.14 and 0.3.15.

Nominations Related Principles and Standards (Version 1.8):
1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13,
1.3.1, 1.3.2(v), 1.3.2(vi), 1.3.4, 1.3.7, 1.3.8, 1.3.14, 1.3.15,
1.3.16, 1.3.19, 1.3.22, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29,
1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37,
1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46,
1.3.51, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71,
1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77 and 1.3.79.

Flowing Gas Related Principles and Standards (Version 1.8):
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6,
2.3.8, 2.3.9, 2.3.10, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20,
2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31,
2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48,
2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57,
2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64 and 2.3.65.

Invoicing Related Principles and Standards (Version 1.8):
3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11,
3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20,
3.3.21, 3.3.22, 3.3.25 and 3.3.26.

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26. (Continued)

Quadrant Electronic Delivery Mechanism Related Principles and Standards
(Version 1.8):

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.11,
4.2.12, 4.2.13, 4.2.20, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22,
4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31,
4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.37, 4.3.38, 4.3.39, 4.3.40,
4.3.41, 4.3.89, 4.3.90, 4.3.91, 4.3.92 and 4.3.93.

Capacity Release Related Standards (Version 1.8):

5.2.1, 5.2.2, 5.2.3, 5.3.1, 5.3.2, 5.3.3, 5.3.4, 5.3.5, 5.3.7, 5.3.8,
5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.17,
5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26,
5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35,
5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.44,
5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53,
5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59 and 5.3.60.

Internet Electronic Transport Related Standards (Version 1.8): 10.2.1,
10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9,
10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17,
10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25,
10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33,
10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38,
10.3.1, 10.3.3, 10.3.4, 10.3.12, 10.3.13, 10.3.16, 10.3.17, 10.3.18,
10.3.19, 10.3.20, 10.2.21 and 10.3.25.

GENERAL TERMS AND CONDITIONS
(Continued)

27. IMPAIRMENT OF DELIVERIES/FORCE MAJEURE

- 27.1. Routine Repair and Maintenance. Transporter shall have the right to restrict the scheduling of service in whole or in part on all or a portion of its system from time to time to perform routine repair, maintenance, and other construction or testing procedures on Transporter's System or to comply with applicable regulatory requirements. Transporter's repair and maintenance plans should not disrupt the delivery of confirmed services. Transporter shall exercise due diligence to schedule such activity so as to minimize disruptions of service to Shippers. Transporter shall have no liability to Shipper or any other party for such curtailment or interruption of service. Transporter will post notice of such events on its Internet website.
- 27.2. Non-Force Majeure Service Interruption. If, due to an event other than described below in Section 27.4, Transporter is unable to deliver on any day under an FT-1 Agreement at least 98% of the Shipper's MDQ then the applicable Reservation Charges and related reservation-based surcharges shall be eliminated for the quantity of gas not delivered. This reduction in Reservation Charges shall not apply if the Shipper uses alternate points under the FT-1 Agreement. Transporter shall not be obligated to adjust the Shipper's Reservation Charges when Transporter's failure to deliver on any day is the result of the conduct of the Shipper or the operator of the downstream facilities at the delivery point. Notwithstanding this reduction in Reservation Charges, Transporter shall have no other liability to any Shipper or any other party for the scheduling of service to accommodate the routine repair and maintenance of its system.
- 27.3. Force Majeure. Service under this Tariff may be interrupted or curtailed for reasons of Force Majeure as defined in Section 27.4, and Transporter shall give Shipper notice as soon as reasonably possible of such interruptible or curtailment.

GENERAL TERMS AND CONDITIONS
(Continued)

- 27.4. Force Majeure Defined/Relief From Liability. Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any event constituting Force Majeure. The term Force Majeure shall mean acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of one of the parties to the contract between Transporter and Shipper or some person or concern not a party thereto, which is not within the control of the party claiming excuse and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming excuse. Under no circumstances will lack of finances be construed to constitute Force Majeure.
- 27.5. If, due to an event of Force Majeure, Transporter is unable to deliver any portion of the Shipper's firm MDQ under an FT-1 Agreement for a period greater than ten (10) consecutive days, then for the period beyond ten (10) days that Transporter so fails to provide service, the applicable reservation charges shall not apply to the quantity of Gas not delivered by Transporter within the Shipper's firm MDQ. However, the applicable reservation charges shall not be eliminated to the extent that the Shipper utilizes secondary points on Transporter's system.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-321-000

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GENERAL TERMS AND CONDITIONS
(Continued)

- 27.6. Except as set forth in Section 27.4, any such cause or contingency exempting Shipper from liability for non-performance (except where prevented by valid orders or requirements of Federal, State or other governmental regulatory bodies having jurisdiction in the premises) shall not relieve Shipper of its obligation to pay demand charges, reservation charges, or other amounts owed in accordance with the provisions of the applicable rate schedule and FT Agreement. In every case, Shipper shall exercise diligence to remove any such interference with its receipt of Gas and shall resume such receipt at the earliest practicable time.
- 27.7. In the event of Force Majeure, Transporter shall curtail delivery of Gas to Shipper in accordance with Section 10 of these GT&C.
- 27.8. Transporter shall post on the Public Informational Posting section of Transporter's Website any declaration by it of a Force Majeure situation. This posting will address the nature of the Force Majeure, the facilities and services affected, the anticipated extent of the impact and its likely duration.

GENERAL TERMS AND CONDITIONS
(Continued)

28. Liability

Except as specifically provided herein, any remedies or damages arising from a breach of an FT or IT Agreement by either Transporter or Shipper shall be limited to actual direct and foreseeable costs, losses, or damages caused by or resulting from the breach and incurred by the party claiming damages. No party shall be liable to any other party for any loss of profit or anticipated profit, business interruption, loss of revenue, loss of use, loss of contract, loss of good will, increased cost of working or loss of business opportunity, nor for any indirect loss, consequential loss, punitive, or exemplary damages suffered by a party or any other person, all or any part of which arise out of or relate to the FT or IT Agreement or the performance or breach of the FT or IT Agreement, or to any act or omission related to the FT or IT Agreement, whether in contract, warranty, tort (including negligence), strict liability, or any other theory in contract, law, or equity, except those that result from a party's gross negligence or willful misconduct. For the purposes of this Section 28, "direct costs, losses, or damages" shall not include any cost, expense, loss, award or damage suffered or incurred by a party in respect of any actions, proceedings, claims, or demands made against that party by any of its customers or any other person.

GENERAL TERMS AND CONDITIONS
(Continued)

29. DEFAULTS AND REMEDIES

- 29.1. Events of Default - An "Event of Default" shall mean, with respect to Shipper or Transporter, the occurrence of any of the following:
- a) Any representation or warranty made in the FT or IT Agreement by Shipper or Transporter that proves to be false or misleading in any material respect;
 - b) The failure of Shipper or Transporter to perform any covenant set forth in a FT or IT Agreement, where such failure is not excused by Force Majeure and is not cured within thirty (30) Business Days after written notice thereof to the other party; or
 - c) Shipper or Transporter shall be subject to a Bankruptcy Event with "Bankruptcy Event" meaning, with respect to either Shipper or Transporter, that such party (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger), (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency or other law affecting creditors' rights and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment or insolvency of bankruptcy or the entry of an order for its wind-up or liquidation or (B) is not withdrawn, dismissed or discharged with thirty (30) days after the institution or presentation thereof, (iv) otherwise becomes bankrupt or insolvent (however evidenced), (v) has a secured party take possession of all or substantially all of its assets or has an action or proceeding taken or levied against all or substantially all of its assets and such secured party maintains possession, or any such action or proceeding is not dismissed, in either case within thirty (30) days thereafter, or (vi) is unable to pay its debts or admits in writing its inability generally to pay its debts as they fall due.)

GENERAL TERMS AND CONDITIONS
(Continued)

- 29.2. Termination by Transporter - Upon the occurrence of an Event of Default by Shipper under an FT or IT Agreement, Transporter may terminate such FT or IT Agreement upon thirty (30) days prior written notice to the Commission and the Shipper, consistent with section 154.602 of the Commission's regulations. Except as otherwise provided in the FT or IT Agreement, upon termination by Transporter, Shipper shall pay all amounts owed to Transporter for service rendered prior to termination.
- 29.3. Termination by Shipper - Upon the occurrence of an Event of Default by Transporter under an FT or IT Agreement, Shipper may terminate the agreement upon thirty (30) days prior written notice to Transporter. Except as otherwise provided in the FT or IT Agreement, upon termination by Shipper, Transporter shall resolve any Gas imbalance that may be due Shipper pursuant to the Tariff.
- 29.4. Other Remedies - Any termination of an FT or IT Agreement pursuant to the provisions of this section is without prejudice to the right of either Transporter or Shipper to collect any amounts then due to it, and to offset amounts owed to it by the other party from such amounts due to the other party, and is without prejudice to or waiver of, any remedy to which the party not in default may be entitled as a result of the defaulting party's default, breach, or violation of the terms of the terminated FT or IT Agreement.
- 29.5. No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions of the FT or IT Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

30. STANDARDS OF CONDUCT

Transporter shall post on its Website procedures for implementation of and compliance with the Commission's Standards of Conduct regulations. All information required to be posted pursuant to such regulations, including but not limited to, organizational charts, information regarding shared employees, shared facilities, discounts, and notices of waivers and/or exercises of discretion in the application of tariff provisions shall be provided on Transporter's Website under Informational Postings. Such information shall be updated as required by applicable regulation(s) issued by the Commission.

GENERAL TERMS AND CONDITIONS
(Continued)

31. OPERATIONAL PURCHASES AND SALES

Transporter may buy and/or sell Gas to the extent necessary: (i) to provide or maintain system pressure and line pack, (ii) to balance fuel and Gas loss quantities, and (iii) to perform other operational functions of Transporter in connection with transportation services.

32. MAXIMUM DAILY QUANTITY ADJUSTMENT

Should Transporter at any time determine that it can make available total transmission capacity in excess of its aggregate firm daily delivery obligations, nothing in this Tariff shall prohibit Transporter and Shipper from mutually agreeing upon an increase in Shipper's MDQ so long as Transporter offers any such additional capacity to all Shippers in accordance with Section 6 of the GT&C providing Shipper executes an FT Agreement setting forth the new volumes and that the capacity and contractual quantity so released can be made available to and offset by increases in Transporter's delivery obligation to other Shippers; or by mutual agreement.

33. REGULATORY AUTHORITY

The operation of the provisions of this Tariff shall be subject to any and all government statutes and all lawful orders, rules, and regulations affecting the receipt, transportation or delivery of Gas hereunder or the equipment required in connection with such receipt, transportation or delivery. It is understood that performance under any FT or IT Agreement shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matter related hereto. Should either of the parties, by force of any such law, order, rule or regulation, at any time during the term of the agreement be ordered or required to do any act inconsistent with the provisions thereof, then for that period only during which the requirements of such law, order, rule or regulation are applicable, the transportation agreement shall be deemed modified to conform with the requirement of such law, order, rule or regulation; provided, however, nothing herein shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate the agreement under its terms and conditions.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

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SHEETS RESERVED FOR FUTURE USE
Original Sheet Nos. 107 through 149

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 150 Original Sheet No. 150

MARKWEST PIONEER, L.L.C.
FORM OF TRANSPORTATION SERVICE REQUEST

SHIPPER INFORMATION

Complete legal name of Shipper: _____
State of incorporation: _____

Address _____ Billing Address _____
Phone _____ Phone _____

Contact information for Notices: Contact information for scheduling
and volume information:

Name _____
Address _____
Phone _____
E-mail _____

Shipper is a (n) _____ Local Distribution Company _____ Intrastate Pipeline
_____ Interstate Pipeline _____ Producer
_____ End User _____ Marketer
_____ Other (Specify) _____

Name and full title of Officer, or other authorized person(s) who will execute the written transportation agreement with Transporter. (If signatory person is not an officer, please provide written authorization for signature.)

Name: _____
Title: _____

If person requesting service is an agent of Shipper, please provide proof of authority to act as agent of Shipper and complete the following:

Legal Name of Principal: _____ which is a (n)
_____ Local Distribution Company _____ Intrastate Pipeline
_____ Interstate Pipeline _____ Producer
_____ End User _____ Marketer
_____ Other (Specify) _____

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 151 Original Sheet No. 151

MARKWEST PIONEER, L.L.C.
FORM OF TRANSPORTATION SERVICE REQUEST

SERVICE REQUESTED
Page 2

Type of Service requested: Firm Interruptible
 Amendment to Service Agreement dated: _____

SERVICE INFORMATION

Maximum Daily Quantity _____ MMBtu's

Requested term of service:
Initial delivery date _____
Termination date _____

Total contract volume over life of contract
(affiliate transactions only) _____ MMBtu's

Are additional or new facilities required for Transporter to receive or delivery Gas for the transportation service requested herein?
 Yes No

If yes, state type of addition or new facilities: _____

Shipper understands that this request form, complete and unrevised as to format, and a credit application must be received by Transporter before the request will be accepted and processed. Shipper further understands that Transporter is an interstate pipeline subject to the regulations of the Federal Energy Regulatory Commission ("Commission"), and that Shipper's request will become part of a log available for public inspection. Shipper hereby agrees to pay Transporter's currently effective transportation rate applicable for this service and to comply with all applicable terms of Transporter's Tariff. Shipper agrees that it will reimburse Transporter for filing fees upon receipt of an invoice therefore.

Shipper, by its signature, represents to Transporter that the information above is correct and accurate.

By: _____
Signature

Typed Name and Title

Telephone Number: _____
Facsimile Number: _____

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 152 Original Sheet No. 152

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-1

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, _____, by and between MarkWest Pioneer, L.L.C., referred to as "Transporter" and _____, referred to as "Shipper." Transporter and Shipper are collectively referred to as the "Parties." This Agreement is made pursuant to Rate Schedule FT-1 of Transporter's FERC Gas Tariff, Original Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission").

WITNESSETH:

WHEREAS, Transporter owns and operates the Arkoma Connector Pipeline System;

WHEREAS, Shipper desires to purchase transportation service from Transporter under Rate Schedule FT-1;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Transporter shall perform and Shipper shall receive transportation service in accordance with the provisions of the effective Rate Schedule FT-1 and the applicable General Terms and Conditions ("GT&C") of Transporter's Tariff, as the same may be amended, or superseded, or modified from time to time in accordance with applicable laws and regulations. The maximum obligations of Transporter to transport gas hereunder for Shipper, and the designation of the Primary Receipt Point(s) and Primary Delivery Point(s) at which service will be rendered for Shipper, are specified on Exhibit A of this Agreement, as the same may be amended from time to time by agreement between Shipper and Transporter, or as required by the rules and regulations of the Commission.

ARTICLE II
TERM OF AGREEMENT

Service under this Agreement shall commence as of _____ and shall continue in full force and effect until _____. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's rules and regulations and Transporter's Tariff.

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP09-367-000

Substitute Original Sheet No. 152 Substitute Original Sheet No. 152
Superseding: Original Sheet No. 152

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-1

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, _____, by and between MarkWest Pioneer, L.L.C., referred to as "Transporter" and _____, referred to as "Shipper." Transporter and Shipper are collectively referred to as the "Parties." This Agreement is made pursuant to Rate Schedule FT-1 of Transporter's FERC Gas Tariff, Original Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission").

WITNESSETH:

WHEREAS, Transporter owns and operates the Arkoma Connector Pipeline; and

WHEREAS, Shipper desires to purchase transportation service from Transporter under Rate Schedule FT-1.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Transporter shall perform and Shipper shall receive transportation service in accordance with the provisions of the effective Rate Schedule FT-1 and the applicable General Terms and Conditions ("GT&C") of Transporter's Tariff, as the same may be amended, or superseded, or modified from time to time in accordance with applicable laws and regulations. The maximum obligations of Transporter to transport gas hereunder for Shipper, and the designation of the Primary Receipt Point(s) and Primary Delivery Point(s) at which service will be rendered for Shipper, are specified on Exhibit A of this Agreement, as the same may be amended from time to time by agreement between Shipper and Transporter, or as required by the rules and regulations of the Commission.

ARTICLE II
TERM OF AGREEMENT

Service under this Agreement shall commence as of _____ and shall continue in full force and effect until _____. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's rules and regulations and Transporter's Tariff.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 153 Original Sheet No. 153

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-1

ARTICLE III
RATES AND CHARGES, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1. Shipper agrees to and will pay Transporter all applicable rates and charges as specified in Exhibit A hereto.
- 3.2. All of the GT&C and provisions of Rate Schedule FT-1 shall be applicable to service hereunder and shall be made a part hereof.
- 3.3. Unless otherwise agreed, Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to Transporter's Rate Schedule FT-1; (ii) the terms and conditions of service pursuant to which service hereunder is rendered; (iii) any provision of the GT&C applicable to service hereunder; and/or any other provision related to Shipper's service that Transporter by law or regulation is permitted to change. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that service hereunder is consistent with applicable law.
- 3.4. Unless otherwise agreed, Shipper will be assessed the applicable percentages in Transporter's Tariff for Fuel and Gas Losses.

ARTICLE IV
RESERVATIONS

Transporter shall have the right to take actions as may be required to preserve the integrity of Transporter's pipeline facilities, including maintenance of service to other firm Shippers.

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FERC Docket: RP09-321-000

Original Sheet No. 154 Original Sheet No. 154

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-1

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Agreement shall be implemented pursuant to applicable authorizations of the Commission.

ARTICLE VI
NOTICES

Unless otherwise provided herein, any notice, request or demand which either party desires to serve upon the other regarding this agreement shall be in writing and shall be considered as delivered when hand delivered or, if mailed by United States certified mail, postage prepaid, three (3) business days after mailing or, if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting party; provided, if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next business day. Such notice shall be given at the following addresses, or to such other address as either party shall designate by notice in the manner provided herein:

- (a) Transporter
MarkWest Pioneer, L.L.C.
1515 Arapahoe Street
Tower 2, Suite 700
Denver, CO 80202-2126
Attention: _____

- (b) Shipper

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-321-000

Original Sheet No. 155 Original Sheet No. 155

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-1

ARTICLE VII
INTERPRETATION

THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA, EXCLUDING ANY CONFLICT OR CHOICE OF LAW RULES OR PRINCIPLES WHICH, IF APPLIED, MIGHT PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

ARTICLE VIII
FURTHER AGREEMENT

This Agreement, including the attached Exhibits A contains the entire agreement of the Parties with respect to the matters addressed herein. No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of a written instrument by the Parties.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or other authorized persons, the day and year first above written.

MARKWEST PIONEER, L.L.C.

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

(NAME OF SHIPPER)

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 157 Original Sheet No. 157

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-1

Exhibit A
to FT-1 Agreement No. _____
Under Rate Schedule FT-1 Between
MarkWest Pioneer, L.L.C. and _____

Maximum Daily Quantity ("MDQ") _____ MMBtu/day

Primary Receipt Point(s): _____
Receipt Point(s) Pressure (if specified) _____ psig

Primary Delivery Point(s): _____
Delivery Point(s) Pressure (if specified) _____ psig

Secondary Receipt/Delivery Point(s): _____

Rate and Charges: Shipper shall pay all applicable rates and charges as specified in Rate Schedule FT-1 of Transporter's Tariff, including Maximum Recourse Rates, ACA Charge, Fuel and Gas Loss Retention Percentage, and any other applicable surcharges, except to the extent specifically agreed otherwise, as set forth below:

Discounted Rate:

Negotiated Rate:

Other Conditions:

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP09-367-000

Substitute Original Sheet No. 157 Substitute Original Sheet No. 157
Superseding: Original Sheet No. 157

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-1

Exhibit A
to FT-1 Agreement No. _____
Under Rate Schedule FT-1 Between
MarkWest Pioneer, L.L.C. and _____

Maximum Daily Quantity ("MDQ"): _____ MMBtu/day

Primary Receipt Point(s): _____
Receipt Point(s) Pressure (if specified): _____ psig

Primary Delivery Point(s): _____
Delivery Point(s) Pressure (if specified): _____ psig

Secondary Receipt/Delivery Point(s): _____

Rate and Charges: Shipper shall pay all applicable rates and charges as specified in Rate Schedule FT-1 of Transporter's Tariff, including Maximum Recourse Rates, ACA Charge, Fuel and Gas Loss Retention Percentage, and any other applicable surcharges, except to the extent specifically agreed otherwise, as set forth below:

Discounted Rate:

Negotiated Rate:

Other Conditions:

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 158 Original Sheet No. 158

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, _____, by and between MarkWest Pioneer, L.L.C., referred to as "Transporter" and _____, referred to as "Shipper." Transporter and Shipper are collectively referred to as the "Parties." This Agreement is made pursuant to Rate Schedule FT-2 of Transporter's FERC Gas Tariff, Original Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission").

WITNESSETH:

WHEREAS, Transporter owns and operates the Arkoma Connector Pipeline System;

WHEREAS, Shipper desires to purchase transportation service from Transporter under Rate Schedule FT-2; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Transporter shall perform and Shipper shall receive transportation service in accordance with the provisions of Rate Schedule FT-2 and the applicable General Terms and Conditions ("GT&C") of Transporter's Tariff, as the same may be amended, superseded, or modified from time to time in accordance with applicable laws and regulations. The maximum obligation of Transporter to transport gas hereunder for Shipper, and the designation of the Primary Receipt Point(s) and Primary Delivery Point(s) at which service will be rendered for Shipper, are specified on Exhibit A of this Agreement, as the same may be amended from time to time by agreement between Shipper and Transporter, or as required by the rules and regulations of the Commission.

ARTICLE II
TERM OF AGREEMENT

Service under this Agreement shall commence as of _____ and shall continue in full force and effect until _____. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's rules and regulations and Transporter's Tariff.

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP09-367-000

Substitute Original Sheet No. 158 Substitute Original Sheet No. 158
Superseding: Original Sheet No. 158

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, _____, by and between MarkWest Pioneer, L.L.C., referred to as "Transporter" and _____, referred to as "Shipper." Transporter and Shipper are collectively referred to as the "Parties." This Agreement is made pursuant to Rate Schedule FT-2 of Transporter's FERC Gas Tariff, Original Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission").

WITNESSETH:

WHEREAS, Transporter owns and operates the Arkoma Connector Pipeline; and

WHEREAS, Shipper desires to purchase transportation service from Transporter under Rate Schedule FT-2.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Transporter shall perform and Shipper shall receive transportation service in accordance with the provisions of Rate Schedule FT-2 and the applicable General Terms and Conditions ("GT&C") of Transporter's Tariff, as the same may be amended, superseded, or modified from time to time in accordance with applicable laws and regulations. The maximum obligation of Transporter to transport gas hereunder for Shipper, and the designation of the Primary Receipt Point(s) and Primary Delivery Point(s) at which service will be rendered for Shipper, are specified on Exhibit A of this Agreement, as the same may be amended from time to time by agreement between Shipper and Transporter, or as required by the rules and regulations of the Commission.

ARTICLE II
TERM OF AGREEMENT

Service under this Agreement shall commence as of _____ and shall continue in full force and effect until _____. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's rules and regulations and Transporter's Tariff.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 159 Original Sheet No. 159

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

ARTICLE III
RATES AND CHARGES, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1. Shipper agrees to and will pay Transporter all applicable rates and charges as specified in Exhibit A hereto, and agrees to the Production Commitment set forth in Exhibit B hereto.
- 3.2. All of the GT&C and provisions of Rate Schedule FT-2 shall be applicable to service hereunder and shall be made a part hereof.
- 3.3. Unless otherwise agreed, Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to Transporter's Rate Schedule FT-2; (ii) the terms and conditions of service pursuant to which service hereunder is rendered; (iii) any provision of the GT&C applicable to service hereunder; and/or (iv) any other provision related to Shipper's service that Transporter by law or regulation is permitted to change. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that service hereunder is consistent with applicable law.
- 3.4. Unless otherwise agreed, Shipper will be assessed the applicable percentages in Transporter's Tariff for Fuel and Gas Losses.

ARTICLE IV
RESERVATIONS

Transporter shall have the right to take actions as may be required to preserve the integrity of Transporter's pipeline facilities, including maintenance of service to other firm Shippers.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 160 Original Sheet No. 160

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Agreement shall be implemented pursuant to applicable authorizations of the Commission.

ARTICLE VI
NOTICES

Unless otherwise provided herein, any notice, request or demand which either party desires to serve upon the other regarding this agreement shall be in writing and shall be considered as delivered when hand delivered or, if mailed by United States certified mail, postage prepaid, three (3) business days after mailing or, if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting party; provided, if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next business day. Such notice shall be given at the following addresses, or to such other address as either party shall designate by notice in the manner provided herein:

- (a) Transporter
MarkWest Pioneer, L.L.C.
1515 Arapahoe Street
Tower 2, Suite 700
Denver, CO 80202-2126
Attention: _____

- (b) Shipper

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-321-000

Original Sheet No. 161 Original Sheet No. 161

ARTICLE VII
INTERPRETATION

THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA, EXCLUDING ANY CONFLICT OR CHOICE OF LAW RULES OR PRINCIPLES WHICH, IF APPLIED, MIGHT PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

ARTICLE VIII
ENTIRETY

This Agreement, including attached Exhibits A and B, contains the entire agreement of the Parties with respect to the matters addressed herein. No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of a written instrument by the Parties.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 162 Original Sheet No. 162

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers or other authorized persons, the day and year first above written.

MARKWEST PIONEER, L.L.C.

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

(NAME OF SHIPPER)

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 163 Original Sheet No. 163

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

Exhibit A
to FT-2 Agreement No. _____
Under Rate Schedule FT-2 Between
MarkWest Pioneer, L.L.C. and _____

Maximum Daily Quantity ("MDQ") _____ MMBtu/day

Primary Receipt Point(s): _____

Receipt Point(s) Pressure (if specified) _____ psig

Primary Delivery Point(s): _____

Delivery Point(s) Pressure (if specified) _____ psig

Secondary Receipt/Delivery Point(s): _____

Rate and Charges: Shipper shall pay all applicable rates and charges as specified in Rate Schedule FT-2 of Transporter's Tariff, including Maximum Recourse Rates, ACA Charge, Fuel and Gas Loss Retention Percentage, and any other applicable surcharges, except to the extent specifically agreed otherwise, as set forth below:

Discounted Rate:

Negotiated Rate:

Other Conditions:

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP09-367-000

Substitute Original Sheet No. 163 Substitute Original Sheet No. 163
Superseding: Original Sheet No. 153

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

Exhibit A
to FT-2 Agreement No. _____
Under Rate Schedule FT-2 Between
MarkWest Pioneer, L.L.C. and _____

Maximum Daily Quantity ("MDQ"): _____ MMBtu/day

Primary Receipt Point(s): _____

Receipt Point(s) Pressure (if specified): _____ psig

Primary Delivery Point(s): _____

Delivery Point(s) Pressure (if specified): _____ psig

Secondary Receipt/Delivery Point(s): _____

Rate and Charges: Shipper shall pay all applicable rates and charges as specified in Rate Schedule FT-2 of Transporter's Tariff, including Maximum Recourse Rates, ACA Charge, Fuel and Gas Loss Retention Percentage, and any other applicable surcharges, except to the extent specifically agreed otherwise, as set forth below:

Discounted Rate:

Negotiated Rate:

Other Conditions:

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 164 Original Sheet No. 164

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

Exhibit B
to Service Agreement No. _____
Under Rate Schedule FT-2 Between
MarkWest Pioneer, L.L.C. and _____

FORM OF PRODUCTION COMMITMENT AGREEMENT

THIS PRODUCTION COMMITMENT AGREEMENT ("Production Commitment Agreement") is made and entered into as of the ____ day of _____, 20____, by and between MarkWest Pioneer, L.L.C., referred to as "Transporter" and _____, a _____ Corporation, referred to as "Shipper." Transporter and Shipper are collectively referred to as the "Parties."

ARTICLE I
PRODUCTION COMMITMENT OPTIONS

- 1.1. Shipper's Production Commitment shall conform to one of the following two options as designated on Attachment A to this Production Commitment Agreement:
 - 1.1.1. Option 1 - Full Commitment: Shipper commits all of its production that it owns and controls from the Woodford Shale Production Area, net of any production committed to a third party under a Pre-Existing Agreement as identified on Attachment A to this Production Commitment Agreement. An Option 1 Production Commitment must be a minimum of 160,000 net acres in the Woodford Shale Production Area.
 - 1.1.2. Option 2 - Partial Commitment: Shipper commits a portion of its production from the Woodford Shale Production Area as identified on Attachment A to this Production Commitment Agreement. Option 2 Shippers are subject to the MDQ reduction provision of section 2.6.4 of Rate Schedule FT-2.
 - 1.1.3. Under both Option 1 and Option 2, Transporter shall determine in its discretion whether Shipper's Production Commitment is sufficient to support Shipper's requested MDQ.

MARKWEST PIONEER, L.L.C.
FORM OF PRODUCTION COMMITMENT AGREEMENT
(Continued)

ARTICLE II
OBLIGATIONS AND RIGHTS

- 2.1. Subject to the provisions of Sections 2.3, 2.4 and 2.5 of this Production Commitment Agreement, Shipper hereby commits to deliver at the Receipt Point and Transport through the Arkoma Connector Pipeline all gas, produced from the "Commitment Area" as set forth on Attachment A that, on any day, is owned or controlled by Shipper, or its wholly-owned or controlled subsidiaries, and is produced from well(s) where Shipper, its wholly-owned or controlled subsidiaries is electing to take its gas in-kind from wells in which Shipper, or its wholly-owned or controlled subsidiaries has an interest, and which are operated by a third party (the "Committed Production"); provided that for shippers making an Option 1 Production Commitment, Committed Production shall not include production committed to a third party under a binding agreement existing prior to the close of Transporter's open season ("Pre-existing Agreement"), as identified on Attachment A; provided further that natural gas covered by any Pre-existing Agreement shall become Committed Production after termination of the Pre-existing Agreement to which such gas had been subject. The foregoing notwithstanding, any gas that cannot be delivered to the Arkoma Connector Pipeline shall not be Committed Production for so long as such gas cannot be delivered to the Arkoma Connector Pipeline, but only to the extent that Shipper has no commercially reasonable means of ensuring delivery of such gas to the Arkoma Connector Pipeline.
- 2.2. In the event of any transfer or assignment of any rights, title and/or interest in the Committed Production, Shipper agrees that any such transfer or assignment will be made subject to the terms of this Agreement, it being the intent of the Parties hereto that the Committed Production remain dedicated for purposes of transportation on the Arkoma Connector Pipeline for the Term of FT-2 Agreement. All of the provisions of this Agreement shall be applicable to assignees of interests in the Committed Production and such assignees shall receive a proportionate assignment of the rights and obligations hereunder with respect to the Committed Production so assigned, to the extent that such assignee satisfies the creditworthiness requirements of GT&C Section 7 of Transporter's Tariff, as applicable. Upon such assignment, Shipper shall be relieved of its obligations under this Agreement to the extent, and only to the extent, so assigned to a third party.

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP09-367-000

Substitute Original Sheet No. 165 Substitute Original Sheet No. 165
Superseding: Original Sheet No. 165

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

Exhibit B(Continued)

ARTICLE II
OBLIGATIONS AND RIGHTS

- 2.1 Subject to the provisions of Sections 2.3, 2.4 and 2.5 of this Production Commitment Agreement, Shipper hereby commits to deliver at the Receipt Point and transport through the Arkoma Connector Pipeline all gas, produced from the "Commitment Area" as set forth on Attachment A that, on any day, is owned or controlled by Shipper, or its wholly-owned or controlled subsidiaries, and is produced from well(s) where Shipper, its wholly-owned or controlled subsidiaries is electing to take its gas in-kind from wells in which Shipper, or its wholly-owned or controlled subsidiaries has an interest, and which are operated by a third party (the "Committed Production"); provided that for shippers making an Option 1 Production Commitment, Committed Production shall not include production committed to a third party under a binding agreement existing prior to the close of Transporter's open season ("Pre-existing Agreement"), as identified on Attachment A; provided further that natural gas covered by any Pre-existing Agreement shall become Committed Production after termination of the Pre-existing Agreement to which such gas had been subject. The foregoing notwithstanding, any gas that cannot be delivered to the Arkoma Connector Pipeline shall not be Committed Production for so long as such gas cannot be delivered to the Arkoma Connector Pipeline, but only to the extent that Shipper has no commercially reasonable means of ensuring delivery of such gas to the Arkoma Connector Pipeline.
- 2.2 In the event of any transfer or assignment of any rights, title and/or interest in the Committed Production, Shipper agrees that any such transfer or assignment will be made subject to the terms of this Agreement, it being the intent of the Parties hereto that the Committed Production remain dedicated for purposes of transportation on the Arkoma Connector Pipeline for the Term of FT-2 Agreement. All of the provisions of this Agreement shall be applicable to assignees of interests in the Committed Production and such assignees shall receive a proportionate assignment of the rights and obligations hereunder with respect to the Committed Production so assigned, to the extent that such assignee satisfies the creditworthiness requirements of GT&C Section 7 of Transporter's Tariff, as applicable. Upon such assignment, Shipper shall be relieved of its obligations under this Agreement to the extent, and only to the extent, so assigned to a third party.

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

Exhibit B (Continued)

- 2.3. From the obligations in Section 2.1 above, Shipper expressly reserves the following rights and quantities of production, but only to the extent necessary to satisfy such rights and obligations:
- 2.3.1 The right to operate the Committed Production free from any control by Transporter including, without limitation, the right (but never the obligation) to drill new wells, to repair and rework old wells, to plug and abandon any well and to renew, surrender, release or terminate any lease (in whole or in part) covering the affected lands;
 - 2.3.2 The right to deliver production to lessors of leases on such lands in quantities sufficient to fulfill lease obligations from time to time, including the right to take royalty in kind;
 - 2.3.3 The rights to use production for development and operations of such lands, including (but not limited to) the use of gas for fuel, frilling (including gas drilling), deepening, reworking, compressing, gas lifting, processing, treating, cycling, repressuring or other supplemental recovery operations; and
 - 2.3.4 The right to treat gas for the removal of contaminants and to process gas for the extraction of any components other than methane contained therein, except for such methane reasonably removed in such processing.

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP09-367-000

Substitute Original Sheet No. 166 Substitute Original Sheet No. 166
Superseding: Original Sheet No. 166

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

Exhibit B(Continued)

- 2.3 From the obligations in Section 2.1 above, Shipper expressly reserves the following rights and quantities of production, but only to the extent necessary to satisfy such rights and obligations:
- 2.3.1 The right to operate the Committed Production free from any control by Transporter including, without limitation, the right (but never the obligation) to drill new wells, to repair and rework old wells, to plug and abandon any well and to renew, surrender, release or terminate any lease (in whole or in part) covering the affected lands;
 - 2.3.2 The right to deliver production to lessors of leases on such lands in quantities sufficient to fulfill lease obligations from time to time, including the right to take royalty in kind;
 - 2.3.3 The right to use production for development and operations of such lands, including (but not limited to) the use of gas for fuel, drilling (including gas drilling), deepening, reworking, compressing, gas lifting, processing, treating, cycling, repressuring or other supplemental recovery operations; and
 - 2.3.4 The right to treat gas for the removal of contaminants and to process gas for the extraction of any components other than methane contained therein, except for such methane reasonably removed in such processing.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 167 Original Sheet No. 167

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

Exhibit B (Continued)

- 2.4. To the extent that, and only during the period of time that, any quantities of Shipper's Committed Production are in excess of the MDQ, such quantities, to the extent and for the period of time that such quantities exceed the MDQ, shall not be subject to the Committed Production provisions of Section 2.1 above (the "Excess Deliverability").
- 2.5. Shipper shall be released from its obligations under Section 2.1 above with respect to any quantities of Shipper's Committed Production (referred to herein as the "Impacted Quantities") up to the MDQ that Transporter is unable to accept for transportation (referred to herein as "Transporter Inability"). Shipper and Transporter shall discuss the cause and anticipated duration of any Transporter Inability or Excess Deliverability. Shipper will limit any commitment it makes to third parties to deliver the Impacted Quantities released under this Section 2.5 for a period to coincide with the anticipated duration of the Transporter's Inability.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 168 Original Sheet No. 168

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE FT-2

Exhibit B (Continued)

Attachment A to Production Commitment Agreement No. _____
Under Rate Schedule FT-2 Between
MarkWest Pioneer, L.L.C. and _____

Type of Production Commitment _____ Option 1 (Full Commitment)
Commitment) _____ Option 2 (Partial

Pre-existing Gas Sales Agreement(s) (for Option 1 Shippers only)

[List Pre-existing Gas Sales Agreement(s) here]

Map or Description of the Commitment Area (attach)

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 169 Original Sheet No. 169

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE IT

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, _____, by and between MarkWest Pioneer, L.L.C., referred to as "Transporter" and _____, referred to as "Shipper." Transporter and Shipper are collectively referred to as the "Parties." This Agreement is made pursuant to Rate Schedule IT of Transporter's FERC Gas Tariff, Original Volume No. 1 ("Tariff"), on file with the Federal Energy Commission ("Commission").

WITNESSETH:

WHEREAS, Transporter owns and operates the Arkoma Connector Pipeline System;

WHEREAS, Shipper desires to purchase transportation service from Transporter under Rate Schedule IT; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Transporter shall perform and Shipper shall receive transportation service in accordance with the provisions of the effective Rate Schedule IT and the applicable General Terms and Conditions ("GT&C") of Transporter's Tariff as the same may be amended, or superseded, or modified from time to time in accordance with applicable laws and regulations. The maximum obligations of Transporter to transport Gas hereunder for Shipper, and the designation of the Receipt Point(s) and Delivery Point(s) at which service will be rendered for Shipper, are specified on Exhibit A of this Agreement as the same may be amended from time to time by agreement between Shipper and Transporter, or as required by the rules and regulations of the Commission.

ARTICLE II
TERM OF AGREEMENT

Service under this Agreement shall commence as of _____ and shall continue in full force and effect until _____. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's rules and regulations and Transporter's Tariff.

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP09-367-000

Substitute Original Sheet No. 169 Substitute Original Sheet No. 169
Superseding: Original Sheet No. 169

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE IT

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, _____, by and between MarkWest Pioneer, L.L.C., referred to as "Transporter" and _____, referred to as "Shipper." Transporter and Shipper are collectively referred to as the "Parties." This Agreement is made pursuant to Rate Schedule IT of Transporter's FERC Gas Tariff, Original Volume No. 1 ("Tariff"), on file with the Federal Energy Commission ("Commission").

WITNESSETH:

WHEREAS, Transporter owns and operates the Arkoma Connector Pipeline; and

WHEREAS, Shipper desires to purchase transportation service from Transporter under Rate Schedule IT.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Transporter shall perform and Shipper shall receive transportation service in accordance with the provisions of the effective Rate Schedule IT and the applicable General Terms and Conditions ("GT&C") of Transporter's Tariff as the same may be amended, or superseded, or modified from time to time in accordance with applicable laws and regulations. The maximum obligations of Transporter to transport Gas hereunder for Shipper, and the designation of the Receipt Point(s) and Delivery Point(s) at which service will be rendered for Shipper, are specified on Exhibit A of this Agreement as the same may be amended from time to time by agreement between Shipper and Transporter, or as required by the rules and regulations of the Commission.

ARTICLE II
TERM OF AGREEMENT

Service under this Agreement shall commence as of _____ and shall continue in full force and effect until _____. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's rules and regulations and Transporter's Tariff.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 170 Original Sheet No. 170

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE IT

ARTICLE III
RATES AND CHARGES, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1. Shipper agrees to and will pay Transporter all applicable rates and charges as specified in Exhibit A hereto.
- 3.2. All of the GT&C and provisions of Rate Schedule IT shall be applicable to service hereunder and shall be made a part hereof.
- 3.3. Unless otherwise agreed, Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to Transporter's Rate Schedule IT; (ii) the terms and conditions of service pursuant to which service hereunder is rendered; (iii) any provision of the GT&C applicable to service hereunder; and/or any other provision related to Shipper's service that Transporter by law or regulation is permitted to change. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that service hereunder is consistent with applicable law.
- 3.4. Unless otherwise agreed, Shipper will be assessed the applicable percentages in Transporter's Tariff for Fuel and Gas Losses.

ARTICLE IV
RESERVATIONS

Transporter shall have the right to take actions as may be required to preserve the integrity of Transporter's pipeline facilities, including maintenance of service to other firm Shippers.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 171 Original Sheet No. 171

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE IT

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Agreement shall be implemented pursuant to applicable authorizations of the Commission.

ARTICLE VI
NOTICES

Unless otherwise provided herein, any notice, request or demand which either party desires to serve upon the other regarding this agreement shall be in writing and shall be considered as delivered when hand delivered or, if mailed by United States certified mail, postage prepaid, three (3) business days after mailing or, if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting party; provided, if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next business day. Such notice shall be given at the following addresses, or to such other address as either party shall designate by notice in the manner provided herein:

- (a) Transporter
MarkWest Pioneer, L.L.C.
1515 Arapahoe Street
Tower 2, Suite 700
Denver, CO 80202-2126
Attention: _____

- (b) Shipper

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-321-000

Original Sheet No. 172 Original Sheet No. 172

ARTICLE VII
INTERPRETATION

THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA, EXCLUDING ANY CONFLICT OR CHOICE OF LAW RULES OR PRINCIPLES WHICH, IF APPLIED, MIGHT PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

ARTICLE VIII
FURTHER AGREEMENT

This Agreement, including attached Exhibits A and B, contains the entire agreement of the Parties with respect to the matters addressed herein. No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of a written instrument by the Parties.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-321-000

Original Sheet No. 173 Original Sheet No. 173

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers or other authorized persons, the day and year first above written.

MARKWEST PIONEER, L.L.C.

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

(NAME OF SHIPPER)

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 174 Original Sheet No. 174

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE IT

Exhibit A to IT Agreement No. ____
Under Rate Schedule IT Between
MarkWest Pioneer, L.L.C. and _____

Maximum Daily Quantity ("MDQ") _____ MMBtu/day

Receipt Point(s): _____

Receipt Point(s) Pressure (if specified) _____ psig

Delivery Point(s): _____

Delivery Point(s) Pressure (if specified) _____ psig

Rate and Charges: Shipper shall pay all applicable rates and charges as specified in Rate Schedule IT of Transporter's Tariff, including Maximum Recourse Rates, ACA Charge, Fuel and Gas Loss Retention Percentage, and any other applicable surcharges, except to the extent specifically agreed otherwise, as set forth below:

Discounted Rate:

Negotiated Rate:

Other Conditions:

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP09-367-000

Substitute Original Sheet No. 174 Substitute Original Sheet No. 174
Superseding: Original Sheet No. 174

MARKWEST PIONEER, L.L.C.
FORM OF SERVICE AGREEMENT
RATE SCHEDULE IT

Exhibit A to IT Agreement No. _____
Under Rate Schedule IT Between
MarkWest Pioneer, L.L.C. and _____

Maximum Daily Quantity ("MDQ"): _____ MMBtu/day

Receipt Point(s): _____

Receipt Point(s) Pressure (if specified): _____ psig

Delivery Point(s): _____

Delivery Point(s) Pressure (if specified): _____ psig

Rate and Charges: Shipper shall pay all applicable rates and charges as specified in Rate Schedule IT of Transporter's Tariff, including Maximum Recourse Rates, ACA Charge, Fuel and Gas Loss Retention Percentage, and any other applicable surcharges, except to the extent specifically agreed otherwise, as set forth below:

Discounted Rate:

Negotiated Rate:

Other Conditions:

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-321-000

Original Sheet No. 175 Original Sheet No. 175

MARKWEST PIONEER, L.L.C.
FORM OF CAPACITY RELEASE TRANSPORTATION SERVICE AGREEMENT

This Capacity Release Transportation Service Agreement ("Agreement") is applicable to firm transportation rights released pursuant to Section 22 of the General Terms and Conditions ("GT&C") of Transporter's FERC Gas Tariff.

This Agreement is made and entered into this _____ day of _____, ____ by and between MarkWest Pioneer, L.L.C., hereinafter called "Transporter" and _____, hereinafter variously called "Bidder" or "Replacement Shipper." Transporter and Bidder shall be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Transporter owns and operates an interstate natural Gas transmission system and provides transportation services for third party shippers on such system;

WHEREAS, Transporter's Tariff permits shippers under Transporter's Rate Schedule FT-1 to release some or all of their transportation rights under the terms and conditions prescribed in Transporter's Tariff;

WHEREAS, Bidder desires to enter into prearranged release agreements and/or submit bidding to acquire transportation rights released by one or more firm shippers and Transporter's Tariff requires Bidder to enter into this Agreement as a pre-condition to prearranged releases or to the submission of any such Bids; and

WHEREAS, Transporter is willing to enter into this Agreement with Bidder and provide transportation service to Bidder as a Replacement Shipper to the extent it obtains released transportation rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the Parties agree as follows:

ARTICLE I - PROVISIONS

The definitions found in Section 1 of Transporter's GT&C are incorporated herein by reference.

Effective Date: 12/31/9999 Status: Accepted
FERC Docket: RP09-367-000

Substitute Original Sheet No. 175 Substitute Original Sheet No. 175
Superseding: Original Sheet No. 175

MARKWEST PIONEER, L.L.C.
FORM OF CAPACITY RELEASE TRANSPORTATION SERVICE AGREEMENT

This Capacity Release Transportation Service Agreement ("Agreement") is applicable to firm transportation rights released pursuant to Section 22 of the General Terms and Conditions ("GT&C") of Transporter's FERC Gas Tariff.

This Agreement is made and entered into this ____ day of _____, ____ by and between MarkWest Pioneer, L.L.C., hereinafter called "Transporter" and _____, hereinafter variously called "Bidder" or "Replacement Shipper." Transporter and Bidder shall be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Transporter owns and operates an interstate natural Gas transmission system and provides transportation services for third party shippers on such system;

WHEREAS, Transporter's Tariff permits shippers under Transporter's Rate Schedule FT-1 to release some or all of their transportation rights under the terms and conditions prescribed in Transporter's Tariff;

WHEREAS, Bidder desires to enter into prearranged release agreements and/or submit bidding to acquire transportation rights released by one or more firm shippers and Transporter's Tariff requires Bidder to enter into this Agreement as a pre-condition to prearranged releases or to the submission of any such Bids; and

WHEREAS, Transporter is willing to enter into this Agreement with Bidder and provide transportation service to Bidder as a Replacement Shipper to the extent it obtains released transportation rights.

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the Parties agree as follows:

ARTICLE I - PROVISIONS

The definitions found in Section 1 of Transporter's GT&C are incorporated herein by reference.

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FORM OF CAPACITY RELEASE TRANSPORTATION SERVICE AGREEMENT

ARTICLE II - RELEASED TRANSPORTATION RIGHTS

In the event transportation rights are released to Bidder after bidding or the exercise of matching rights, Transporter shall prepare and submit to Bidder an Exhibit "R-___" (initially, "R-1") setting forth the maximum daily quantity of the released transportation service ("Release Quantity"), applicable receipt and delivery points, the rates to be paid for service using released rights, the name of the Rate Schedule governing such released transportation rights and any special terms and conditions applicable to the release, including conditions of curtailment or recall. If Replacement Shipper subsequently obtains additional released transportation rights pursuant to the terms and conditions of Transporter's Tariff, an additional exhibit (designated sequentially as Exhibit R-2, Exhibit R-3, etc.) shall be added to this Agreement for each such award of transportation rights. Each such Exhibit shall be added to this Agreement without any requirement of execution by Replacement Shipper (except in the case of prearranged transactions to be executed prior to submission to Transporter) and, upon such addition, shall be incorporated in and be considered a part of this Agreement. In the case of prearranged release transactions, Releasing Shipper shall prepare the Exhibit R-___ with all terms set forth therein; and, after execution by Replacement Shipper, such Exhibit shall be submitted to Transporter with the Release Request. If consistent with the tariff and not superseded by a higher third-party or matching bid, such Exhibit R-___ will be accepted and incorporated into this Agreement.

ARTICLE III - TERMS AND CONDITIONS

This Agreement shall be subject to, governed by, and shall incorporate the applicable provisions of Transporter's Tariff, including, without limitation, Section 22 of the General Terms and Conditions thereof, the governing Rate Schedule, and the special terms and conditions stated in each Exhibit hereto with respect to the released transportation rights described in such Exhibit. Subject to the terms, conditions, and limitations of this Agreement and Transporter's Tariff, Replacement Shipper shall be deemed a Shipper for purposes of the governing Rate Schedule and the applicable provisions of Transporter's Tariff and shall be subject to all obligations thereof.

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ARTICLE III - TERMS AND CONDITIONS (Continued)

Performance of this Agreement shall be subject to all valid laws, orders, decisions, rules and regulations of duly constituted governmental authorities having jurisdiction or control of any matter related hereto. Should either of the parties, by force of any such law, order, decision, rule or regulation, at any time during the term of this Agreement be ordered or required to do any act inconsistent with the provisions hereof, then for the period during which the requirements of such law, order, decision, rule or regulation are applicable, this Agreement shall be deemed modified to conform with the requirement of such law, order, decision, rule or regulation; provided, however, nothing in this Article III shall alter, modify or otherwise affect the respective rights of the parties to cancel or terminate this Agreement under the terms and conditions hereof.

ARTICLE IV - TERM

This Agreement shall become effective on the date first written above and shall remain in force and effect until terminated by either Party upon thirty days prior written notice to the other party; provided however, no such termination may take effect during the term of any release of transportation rights to Replacement Shipper hereunder.

ARTICLE V - SUCCESSORS AND ASSIGNS

- 5.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.
- 5.2 Any person or entity that shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

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FORM OF CAPACITY RELEASE TRANSPORTATION SERVICE AGREEMENT

ARTICLE VI - REPLACEMENT SHIPPER'S INDEMNIFICATION

Replacement Shipper recognizes that its rights to transportation service hereunder are solely those rights released by Releasing Shipper(s). The Replacement Shipper agrees that it will indemnify Transporter against any claim or suite of any kind by any Releasing Shipper, its successor or assigns arising from any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications from Replacement Shipper or its agents. Replacement Shipper further agrees that it will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications of the Releasing Shipper or its agents. Replacement Shipper further recognizes and agrees that Transporter shall have no obligation to honor any nomination or scheduling request from Replacement Shipper or its agents that in Transporter's sole opinion conflicts with communications or instructions received by Transporter from the Releasing Shipper (or its agents) which is the source of the released transportation rights sought to be utilized by Replacement Shipper hereunder.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- 7.1 No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 7.2 The headings of the articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
- 7.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to choice of law doctrine that refers to the laws of another jurisdiction.
- 7.4 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations, and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the parties only if agreed upon in a written instrument executed by both Parties which expressly refers to this Agreement.

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ARTICLE VII - MISCELLANEOUS PROVISIONS (Continued)

7.5 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change to Transporter and Shipper has been notified by Transporter of Transporter's agreement to such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first set forth above.

MarkWest Pioneer, L.L.C.

By: _____
Name: _____
Title: _____

Replacement Shipper

By: _____
Name: _____
Title: _____

Effective Date: _____

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Exhibit R-1 to the Capacity Release Transportation Service Agreement
between MarkWest Pioneer, L.L.C. ("Transporter") and
_____ ("Replacement Shipper")
dated _____.

Release Quantity: _____ Bid Rate: _____
Term: _____
Releasing Shipper: _____
Commencement Date: _____ Expiration Date: _____

Primary Points	Meter Nos.	Max. Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Conditions of Release:

Notices shall be made to:

Transporter MarkWest Pioneer, L.L.C.
1515 Arapahoe Street
Tower 2, Suite 700
Denver, CO 80202-2126
(303) 925-9200
(303) 290-8769 (facsimile)

Replacement Shipper (contact person with address, including email, phone and fax):

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Exhibit R-1

Releasing Shipper (contact person with address, including email, phone and fax):

Signature:

For: _____

(Replacement Shipper)

Name: _____

Title: _____

Date: _____

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MARKWEST PIONEER, L.L.C.
FORM OF RELEASE REQUEST

RELEASE REQUEST NO. ____

Request to Release Rights to Firm Transportation Service

____ ("Releasing Shipper") hereby requests to release rights held by Releasing Shipper under its FT-1 ("FT Agreement") with MarkWest Pioneer, L.L.C. ("Transporter"). Releasing Shipper proposes to release such rights pursuant to the terms and conditions of Section 22, as applicable, of the GT&C of Transporter's FERC Gas Tariff. The terms of the proposed release are as follows:

1. Releasing Shipper's FT Agreement number and responsible contact person for this Release Request:

2. Quantity of firm service rights to be released ("Released Quantity") (may be stated as minimum/maximum range): _____ Dth per day.
3. Commencement Date and term of release (may be stated as range of acceptable terms):

4. Primary Receipt and Delivery Points

Firm Rights To Be Released:

Primary Points	Meter Nos.	Max. Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. All applicable rates, charges and surcharges for the release, including any minimum acceptable rates:

6. The transportation rights are proposed to be released on a:
____ Firm Basis ____ Recallable Basis (with the conditions of interruption explained below)

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FORM OF RELEASE REQUEST

7. Any alternative non-discriminatory economic standard for determination of the award of transportation rights, including a tie-breaker to choose between bids of equal value: Releasing Shipper may attach additional pages, as necessary, to stipulate the release terms and conditions. Additionally, if Releasing Shipper proposes to require any Replacement Shipper to execute an agreement with Releasing Shipper as a condition of the release, then a copy of such agreement must be submitted with this Release Request.
8. If Releasing Shipper has already obtained a Bidder that is prepared to accept all terms and conditions of this Release Request ("Pre-arranged Bidder"), Releasing Shipper must provide the following information:
- a. The complete legal name of the Pre-arranged Bidder, type of legal entity and state of incorporation: _____
State of _____
 - b. The rates and charges that the Pre-arranged Bidder agrees to pay for the Release Request: _____ (reservation); _____ (commodity); _____% (Fuel and Gas Loss Retention Percentage)
 - c. The term and the Release Quantity agreed to by the Pre-arranged bidder:
Term: _____
Release Quantity: _____ Dth per day
 - d. Other conditions to the release: _____
9. If the release is subject to bidding, Releasing Shipper shall attach to the Release Request draft Exhibit R-____ reflecting terms of the release (except price and identify of the Replacement Shipper which Transporter shall fill in following the close of the bidding period). In the case of a Prearranged Bidder (whether or not subject to bidding), the Releasing Shipper shall prepare an Exhibit R-____ and the Prearranged Bidder shall execute such Exhibit prior to the Releasing Shipper's submission to Transporter. The executed Exhibit R-____ shall be submitted with the Release Request. Releasing Shipper understands that Transporter reserves the right to invalidate any Release Request within three days of its posting on

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FORM OF RELEASE REQUEST

Transporter's Website to the extent it is incomplete or fails to conform in any manner to the requirements of Transporter's Tariff. Releasing Shipper, by the signature of its authorized representative, represents and certifies to Transporter that (1) the individual signing below is authorized to sign this Release Request for Releasing Shipper; (2) the information above is true, complete and correct; (3) Releasing Shipper agrees irrevocably to release the transportation rights described herein on the terms and conditions set forth herein if this Release Request is accepted by a Bidder to the successful Bidder; and (4) if this Release Request includes a Pre-arranged Bidder, the Pre-arranged Bidder has agreed irrevocably to accept the transportation rights described herein on the terms and conditions set forth herein.

Submitted this ____ day of _____, 20__.

(Shipper)

By: _____

Title: _____

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MARKWEST PIONEER, L.L.C.
FORM OF BID FOR RELEASED TRANSPORTATION SERVICE

Bidder for Released Rights to Transporter's Transportation Service ("Bidder") hereby submits its Bid to obtain transportation rights specified in the Release Request identified below. The terms of this Bid are as follows:

1. Complete legal name of Bidder, type of legal entity and state of incorporation:

State of _____
2. Transportation contract number of Releasing Shipper and Release Request number to which the Bid relates: _____
3. Quantity of service desired by Bidder: _____ Dth per day.
4. The rate Bidder proposes to pay for the released transportation rights:
_____ per Dth per month (reservation); _____ per Dth (commodity).
5. Term for which Bidder desires to obtain the released transportation rights:

Bidder understands that Transporter reserves the right to invalidate any Bid within three (3) days of its posting on Transporter's Website to the extent it is incomplete or fails to conform in any manner to the requirements of Transporter's Tariff.

Bidder, by the signature of its authorized representative, represents and certifies to Transporter that (1) the individual signing below is authorized to sign this Bid for Bidder; (2) the information above is true, complete and correct; and (3) Bidder accepts all terms and conditions of the Release Request.

Submitted this _____ day of _____, 20__

Company Name of Bidder: _____

By: _____
Title: _____

