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F.E.R.C. GAS TARIFF

Original Volume No. 1

OF

WTG HUGOTON, LP

Midland, Texas

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff should be addressed to:

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ORIGINAL VOLUME NO. 1
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PRELIMINARY STATEMENT

WTG Hugoton, LP is a natural gas company which owns and operates a natural gas pipeline system extending from Kansas to Oklahoma. WTG Hugoton transports natural gas under this Tariff under authorizations granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC" or "Commission").

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SYSTEM MAP

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

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First Revised Sheet No. 4 First Revised Sheet No. 4
Superseding: Original Sheet No. 4

SCHEDULE OF RATES FOR TRANSPORTATION

| Type of Charge | Rates per Dekatherm | |
|---|---------------------|----------|
| | Maximum | Minimum |
| Firm Transportation | | |
| Reservation Charge (per month) | \$7.0100 | \$0.0000 |
| Usage Charge | \$0.0598 | \$0.0598 |
| Interruptible Transportation | | |
| Usage Charge | \$0.2902 | \$0.0598 |
| Authorized Overrun Service 1/ | \$0.2902 | \$0.0598 |
| FERC Annual Charge Adjustment 2/ | \$0.0019 | \$0.0019 |
| Compression Service Fee (for Liberal Lateral Deliveries only)3/ | | |
| Base Rate | \$0.0150 | |
| Overrun Rate | \$0.0225 | |

1/ The rate for Authorized Overrun Service will be equal to the rate for Interruptible Transportation Service.

2/ The authorized FERC Annual Charge Adjustment will be charged both to service under WGTG Hugoton's Recourse Rates and to service under Negotiated Rates.

3/ The Base and Overrun Rates shall be prorated among all shippers with Delivery Points on the Liberal Lateral.

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Fourth Revised Sheet No. 5 Fourth Revised Sheet No. 5
 Superseding: Third Revised Sheet No. 5

SCHEDULE OF RATES FOR TRANSPORTATION

Fuel Retention Percentage 1/ 2/

For Gas Received at Low Pressure Receipt Points 3/

Any Delivery Points:

| | North of Hugoton 4/ | West of Hugoton 4/ | Hugoton to Sublette 4/ | Liberal Lateral 4/ |
|--------------------------|------------------------|-----------------------|---------------------------|-----------------------|
| Received: | | | | |
| North of Hugoton Zone | 8.22% | 8.22% | 8.22% | 8.93% |
| West of Hugoton Zone | 5.75% | 5.75% | 5.75% | 6.46% |
| Hugoton to Sublette Zone | 5.28% | 5.28% | 5.28% | 5.99% |

For Gas Received at High Pressure Receipt Points 5/

Any Delivery Points:

| | North of Hugoton | West of Hugoton | Hugoton to Sublette | Liberal Lateral |
|--------------------------|---------------------|--------------------|------------------------|--------------------|
| Received: | | | | |
| North of Hugoton Zone | 1.94% | 1.94% | 1.94% | 2.65% |
| West of Hugoton Zone | 1.94% | 1.94% | 1.94% | 2.65% |
| Hugoton to Sublette Zone | 1.94% | 1.94% | 1.94% | 2.65% |

-
- 1/ Fuel charges are subject to adjustment pursuant to Section 42 of the General Terms and Conditions.
 - 2/ Fuel Retention Percentage includes 1.14% Unaccounted For.
 - 3/ WTG Hugoton (formerly Northern Natural Gas Company) POI Nos. 51, 52, 54, 126, 127, 128, 129, 131, 135, 137, 138, 1713, 1998, 23269, 61510, 78624, and 80002.
 - 4/ POI Numbers associated with each zone are set forth on Sheet No. 6.
 - 5/ WTG Hugoton (formerly Northern Natural Gas Company) POI Nos. 139, 1969, 60893, 78071, 78118, 80001, 80003, and 80004.

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Second Revised Sheet No. 6 Second Revised Sheet No. 6

Superseding: First Revised Sheet No. 6

SCHEDULE OF RATES FOR TRANSPORTATION

Identification of POIs by Fuel Zone

All receipt and delivery points on the WTG Hugoton system have been assigned a POI (Point of Interconnect) Number. The following POIs are located in the zones indicated below:

North of Hugoton

51, 52, 54, 135, 1969, 2824, 3217, 3224, 60893, 64479, 67686, 67780, 67795, 67800, 71463, 71465, 71466, 78158, 78856, and 78886.

West of Hugoton

126, 127, 128, 129, 131, 137, 138, 139, 1713, 3218, 3219, 3226, 5419, 23269, 25876, 61510, 62119, 63085, 67744, 67759, 67765, 67789, 67811, 67853, 67859, 71233, 71374, 71393, 71464, 78071, 78118, 78624, 78852, 80001, 80002, and 80003.

Hugoton to Sublette

1998, 3227, 3228, 66099, 66103, 66161, 66179, 71461, 78354, 78923, 80004, 80005, 80006, 80007, 80050, 80051, and 80052.

Liberal Lateral

66231, 66232, 78470, and 78554

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Sheet Nos. 7 - 99 Sheet Nos. 7 - 99 : Effective

SHEET NOS. 7-99 ARE RESERVED FOR FUTURE USE

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RATE SCHEDULE FT
Firm Transportation Service

1. AVAILABILITY

1.1 This Rate Schedule is available for transportation of natural gas by WTG Hugoton, LP ("WTG Hugoton") on a firm basis under the following terms and conditions:

(a) WTG Hugoton determines that sufficient capacity exists to provide the Firm Service requested by Shipper;

(b) Shipper has executed a Firm Service Agreement ("FT Agreement") in the form contained in WTG Hugoton's FERC Gas Tariff ("Tariff");

(c) The service shall be subject to all of the terms and conditions contained in this Rate Schedule and the "GENERAL TERMS AND CONDITIONS" of this Tariff; and

(d) The transportation of natural gas shall be on a firm basis within the MDQ specified in the Service Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to the provisions of Rate Schedule FT and the "GENERAL TERMS AND CONDITIONS" of this Tariff, service within the MDQ rendered under a FT Agreement shall be on a firm basis, referred to as the Maximum Daily Quantity ("MDQ"). MDQ is the total volume of natural gas specified in the FT Agreement that WTG Hugoton is obligated to transport on a daily basis from the Point(s) of Receipt to the Point(s) of Delivery.

2.2 To the extent new facilities would need to be constructed to meet Shipper's growth requirements, WTG Hugoton will hold open seasons for any construction required and will provide service to any requesting Shipper whose request meets the economic feasibility requirements for the construction of facilities.

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2.3 Receipt Points

(a) Amount of Receipt Point Capacity

(i) Disregarding differences in capacity due to fuel and unaccounted for, each existing Shipper's contract may reserve receipt point capacity equal to one hundred percent (100%) of the MDQ. MDQ is the maximum daily volume of natural gas that WTG Hugoton is obligated to transport and deliver to Shipper and Shipper is entitled to receive pursuant to this Rate Schedule, subject to provisions of Section 25 of the "GENERAL TERMS AND CONDITIONS" of this Tariff.

(ii) Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm receipt points as limited by the firm transportation service agreement as discussed above. Approval of such request will be subject to capacity availability and operational considerations. All receipt points on the system will be available for use as alternate firm receipt points within the area provided by the contract and subject to operational considerations.

(iii) Discounts. Any discount granted (demand or usage) at a primary receipt point will not be automatically granted at an amended or alternate receipt point.

(b) Receipt Point Allocation. Allocation of capacity is pursuant to Section 25 of the GENERAL TERMS AND CONDITIONS of this Tariff.

2.4 Delivery Points

(a) Primary Firm Delivery Points.

(i) Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm delivery points as limited by the firm service agreement as discussed on Sheet No. 100. Approval of such request will be subject to capacity availability and operational considerations.

(ii) Discounts. Any discount granted (demand or usage) at a primary delivery point will not be automatically granted at an amended or alternate delivery point.

(iii) Deletion of Original Primary Delivery Points. If an original primary delivery point is deleted through an amendment, the capacity at that original primary point will not be held for that Shipper.

(b) Alternate Firm Delivery Points

(i) Flexibility. All delivery points on the system will be available for use as alternate firm delivery points (including deliveries to a specific customer), subject to operational conditions.

(ii) Discounts. Any discount granted (demand or usage) at the primary delivery point will not be automatically granted at the alternate delivery point.

(iii) Demand Rate. The demand rate for the alternate point will be the higher of the maximum rate for the alternate point or the maximum rate for the primary point.

(c) WTG Hugoton shall have the right to interrupt or curtail service under this Rate Schedule FT as a result of a force majeure event as defined in Section 10, "Force Majeure" of the "GENERAL TERMS AND CONDITIONS" of this Tariff, or in accordance with Section 19, "Limitation of WTG Hugoton's Obligation to Provide Firm Services" of the "GENERAL TERMS AND CONDITIONS" of the Tariff. Curtailment shall be in accordance with Section 25, "Allocation of Capacity" of the "GENERAL TERMS AND CONDITIONS."

3. OVERRUN

3.1 WTG Hugoton agrees to transport volumes in excess of the MDQ contracted for ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the "GENERAL TERMS AND CONDITIONS" of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

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3.2 Within total MDQ - While staying within its MDQ, should Shipper, or its Designee, desire to nominate volumes for transportation (a) in excess of the MDQ specified at a point in the Firm Service Agreement (Primary Point) or (b) at any other point on WTG Hugoton's system through which Shipper is entitled to transport under Rate Schedule FT (Alternate Point), such excess volume shall be considered firm volumes for billing purposes and shall be transported if capacity is available and shall be scheduled pursuant to Section 25 of the General Terms and Conditions of this Tariff.

3.3 In Excess of total MDQ - Should Shipper, or its Designee, desire to nominate volumes for transportation in excess of its MDQ contracted for, such excess volumes will be interruptible volumes for nomination, scheduling and billing purposes and shall be scheduled for transportation if capacity is available pursuant to the terms and conditions of Rate Schedule IT and shall be scheduled pursuant to Section 25 of the General Terms and Conditions of this Tariff.

4. TERM OF FT AGREEMENT

4.1 The FT Service Agreement must be executed by Shipper prior to commencement of service.

4.2 WTG Hugoton and Shipper may agree to different termination dates for specified volumes within the same service agreement on a not unduly discriminatory basis.

4.3 FT Agreements. FT Agreements with a term of less than twelve (12) consecutive months of service, or for less than one (1) year, shall not be eligible for the Right of First Refusal process. The service will be automatically abandoned upon expiration of the term.

5. RATES AND CHARGES

5.1 The monthly billing for Firm Service(s) under Rate Schedule FT shall be the sum of:

(a) Reservation Charge: Shipper shall be billed monthly for reservation charges associated with its FT agreements. The monthly bill will be derived by using the applicable Reservation Rate for the FT Service as shown on Sheet No. 4 of this Tariff multiplied by the MDQ as shown on the FT Agreement.

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(b) Usage Charge: The total units of FT volumes during the respective month multiplied by the Usage Rate for each respective service(s) unit transported as shown on Sheet No. 4 of this Tariff.

(c) Overrun Charge: For Overrun Volumes transported, the monthly billing shall be the sum of said overrun units transported daily multiplied by the Overrun Rate shown on Sheet No. 4.

5.2 Unless otherwise mutually agreed to by WTG Hugoton and Shipper, all rates for service under 5.1 (a), (b), and (c) above, of this Rate Schedule, shall be within the minimum and maximum levels shown on Sheet No. 4. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. WTG Hugoton will provide similar rates to similarly situated Shippers upon request.

5.3 Other rates and charges for services under this Rate Schedule shall include each of the following:

(a) A.C.A. Charge. Shipper shall pay the applicable Annual Charge Adjustment ("A.C.A.") pursuant to Section 31 of the "GENERAL TERMS AND CONDITIONS" for volumes transported for Shipper.

(b) Fuel. This Section 5.3 (b), "Fuel," shall apply to all throughput. In addition to the daily quantities to be delivered, Shipper shall provide the appropriate Fuel. The scheduling priority for Fuel shall be the same priority as the respective volumes scheduled to flow. The overall Fuel and unaccounted for percentages are set forth on Sheet No. 5. A Shipper's fuel and unaccounted for is determined by multiplying the volumes at the receipt point by the applicable rate(s) as shown on Sheet No. 5, provided, however, that WTG Hugoton will not retain fuel in those instances where it is demonstrated that the transaction does not cause WTG Hugoton to use fuel. Fuel charges shown on Sheet No. 5 shall be subject to adjustment as provided in Section 42 of the GENERAL TERMS AND CONDITIONS.

(c) Surcharges. Shipper shall pay any applicable surcharges and surcharge adjustments pursuant to the GENERAL TERMS AND CONDITIONS of this tariff.

(d) Fees. Upon billing by WTG Hugoton and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory bodies for any filings required in conjunction with service provided for Shipper.

(e) Other. Any additional costs which may be properly billed in accordance with the provisions of this Rate Schedule and the "GENERAL TERMS AND CONDITIONS."

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5.4 Negotiated Rates

Notwithstanding any provision of WTG Hugoton's FERC Gas Tariff to the contrary, WTG Hugoton and Shipper may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of WTG Hugoton's effective FERC Gas Tariff. If WTG Hugoton agrees to such differing rates, rate components, charges or credits ("Negotiated Rates"), then the Negotiated Rate(s) shall be effective only for the period agreed upon by WTG Hugoton. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges or credits identified by WTG Hugoton and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or WTG Hugoton's Tariff shall remain in effect. WTG Hugoton shall make any filings at the FERC necessary to effectuate a Negotiated Rate. WTG Hugoton shall distinguish negotiated rate agreements from recourse or discount rate agreements. The rules for the use and nondiscriminatory application of negotiated rates are set forth in Section 46 of the General Terms and Conditions.

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6. OFFERING OF FT SERVICE

(a) To initiate service under this Rate Schedule FT, Shipper shall submit a valid written request in accordance with Section 22, "Requests for Transportation Service" and Section 23, "Information Required for a Valid Request" of the "GENERAL TERMS AND CONDITIONS" of this Tariff.

(b) The minimum level of MDQ applicable to a FT Agreement under this Rate Schedule shall be 50 dekatherm per day.

7. GENERAL TERMS AND CONDITIONS.

The "GENERAL TERMS AND CONDITIONS" of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

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Sheet Nos. 107 - 149 Sheet Nos. 107 - 149 : Effective

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RATE SCHEDULE IT
Interruptible Transportation Service

1. AVAILABILITY.

This Rate Schedule is available for transportation of natural gas by WTG Hugoton LP ("WTG Hugoton") on an interruptible basis under the following terms and conditions:

(a) Shipper has executed an Interruptible Transportation Service Agreement ("IT Agreement") in the form contained in WTG Hugoton's FERC Gas Tariff ("Tariff");

(b) the service shall be subject to all of the terms and conditions contained in this Rate Schedule and the "GENERAL TERMS AND CONDITIONS" under this Tariff; and

(c) the transportation of natural gas shall be on an interruptible basis.

2. APPLICABILITY AND CHARACTER OF SERVICE.

2.1 Subject to the provisions of Rate Schedule IT and the "GENERAL TERMS AND CONDITIONS" of this Tariff, service rendered under a IT Agreement shall be on an interruptible basis and for a transportation quantity up to the Maximum Daily Quantity ("MDQ"). MDQ is the volume of natural gas specified in the IT Agreement that may be transported on a daily basis from any valid Point(s) of Receipt to any valid Point(s) of Delivery on WTG Hugoton's system. WTG Hugoton shall have the right to interrupt or curtail service under this Rate Schedule IT (a) if there is insufficient capacity, (b) if the available capacity is reduced as a result of a force majeure event as defined in Section 10, "Force Majeure" of the "GENERAL TERMS AND CONDITIONS" of this Tariff, in accordance with Section 19, "Limitation of WTG Hugoton's Obligation to Provide Firm Service" of the "GENERAL TERMS AND CONDITIONS," or (c) or as a result of any operational consideration reasonably determined by WTG Hugoton.

2.2 Service by WTG Hugoton hereunder is conditioned upon the availability of capacity sufficient to provide the service hereunder without detriment or disadvantage to WTG Hugoton's present and future firm customers and shippers and shall be subject to the operating and system requirements of WTG Hugoton as reasonably determined by WTG Hugoton.

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3. OFFERING OF IT SERVICE.

To initiate service under this Rate Schedule IT, Shipper shall submit a valid written request in accordance with Section 22, "Requests for Transportation Service, and Section 23, "Information Required for a Valid Request" of the "GENERAL TERMS AND CONDITIONS" of this Tariff.

4. TERM OF IT AGREEMENT.

4.1 The IT Agreement must be executed by Shipper prior to commencement of service.

4.2 The term of service shall be set forth in the IT Agreement. If no service is rendered under a IT Agreement for a one (1) year period, such IT Agreement shall be terminated by WTG Hugoton.

5. OVERRUN

Overrun Volumes. WTG Hugoton agrees to transport volumes in excess of the MDQ ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the "GENERAL TERMS AND CONDITIONS" of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

6. RATES AND CHARGES.

6.1 The monthly billing for IT Service(s) shall be the sum of:

(a) Usage Charge: The total units of IT volumes scheduled during the respective month multiplied by the Usage Rate for each IT unit transported as shown on Sheet No. 4 of this Tariff.

(b) Overrun Charge: For Overrun Volumes transported, the monthly billing shall be the sum of said overrun units transported multiplied by the daily Overrun Rate shown on Sheet No. 4.

6.2 Unless otherwise mutually agreed to by WTG Hugoton and Shipper, all rates for service under Section 6.1 (a) and (b) above of this Rate Schedule shall be within the minimum and maximum levels shown on Sheet No. 4. The rate(s) Shipper shall pay will be set forth in Shipper's Service Agreement, or otherwise agreed to in writing. WTG Hugoton will provide similar rates to similarly situated Shippers upon request.

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6.3 Other rates and charges for service under this Rate Schedule shall include each of the following:

(a) A.C.A. Charge. Shipper shall pay the applicable Annual Charge Adjustment ("A.C.A.") pursuant to Section 32 of the "GENERAL TERMS AND CONDITIONS" for volumes transported for Shipper.

(b) Fuel. This Section 6.3 (b), "Fuel," shall apply to all throughput. In addition to the daily quantities to be delivered, Shipper shall provide the appropriate Fuel. The scheduling priority for Fuel shall be the same priority as the respective volumes scheduled to flow. The overall Fuel and unaccounted for percentages are set forth on Sheet No. 5, provided, however, that WTG Hugoton will not retain fuel in those instances where it is demonstrated that the transaction does not cause WTG Hugoton to use fuel. A Shipper's fuel and unaccounted for is determined by multiplying the volumes at the receipt point by the applicable rate(s) as shown on Sheet No. 5. Fuel charges shown on Sheet No. 5 shall be subject to adjustment as provided in Section 42 of the GENERAL TERMS AND CONDITIONS.

(c) Surcharges. Shipper shall pay any applicable surcharges and surcharge adjustments pursuant to the GENERAL TERMS AND CONDITIONS of this Tariff.

(d) Fees. Upon billing by WTG Hugoton and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory bodies for any filings required in conjunction with service provided for Shipper.

(e) Other. Any additional costs which may be properly billed in accordance with the provisions of this Rate Schedule and the "GENERAL TERMS AND CONDITIONS."

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6.4 Negotiated Rates

Notwithstanding any provision of WTG Hugoton's FERC Gas Tariff to the contrary, WTG Hugoton and Shipper may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of WTG Hugoton's effective FERC Gas Tariff. If WTG Hugoton agrees to such differing rates, rate components, charges or credits ("Negotiated Rates"), then the Negotiated Rate(s) shall be effective only for the period agreed upon by WTG Hugoton. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges or credits identified by WTG Hugoton and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or WTG Hugoton's Tariff shall remain in effect. WTG Hugoton shall make any filings at the FERC necessary to effectuate a Negotiated Rate. WTG Hugoton shall distinguish negotiated rate agreements from recourse or discount rate agreements. The rules for the use and nondiscriminatory application of negotiated rates are set forth in Section 46 of the General Terms and Conditions.

7. GENERAL TERMS AND CONDITIONS

The "GENERAL TERMS AND CONDITIONS" of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

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Sheet Nos. 154 - 199 Sheet Nos. 154 - 199 : Effective

SHEET NOS. 154 - 199 ARE RESERVED FOR FUTURE USE.

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GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

The following General Terms and Conditions apply to each of WTG Hugoton's rate schedules covering firm and interruptible transportation services subject to the jurisdiction of the Federal Energy Regulatory Commission. To the extent that any provision of an FT or IT Agreement conflicts with any provision of the corresponding rate schedule, the provisions of the rate schedule shall govern. To the extent that any provision in either an FT or IT Agreement or a rate schedule conflicts with any provision of the General Terms and Conditions, WTG Hugoton's General Terms and Conditions shall govern.

2. DEFINITION OF TERMS

Except where the context expressly states another meaning, the following terms shall have the following meanings whenever used in this Tariff:

2.1 Alternate Receipt Point. The term "Alternate Receipt Point" shall mean all other receipt points of WTG Hugoton(s) system other than those defined as Primary Receipt Points.

2.2 Billing Day. The term "billing day" shall mean the period of twenty-four (24) consecutive hours beginning at 9:00 a.m. central clock time and ending at 9:00 a.m. central clock time the following twenty-four (24) hour period.

2.3 Billing Month. The term "billing month" shall mean the period from 9:00 a.m. central clock time the 1st day of the calendar month to 9:00 a.m. central clock time the 1st day of the succeeding calendar month.

2.4 British Thermal Unit (Btu). The term "British thermal unit" ("Btu") shall mean the amount of heat required to raise the temperature of one pound of water from fifty-nine degrees Fahrenheit (59 F) to sixty degrees Fahrenheit (60 F).

2.5 Business Day. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays.

2.6 Calendar Year. The term "calendar year" shall mean a period beginning on the first day of January of each year and ending on the first day of the succeeding January.

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2.7 Central Clock Time (CCT). The term "central clock time" or "CCT" shall mean Central Standard time throughout the year, as adjusted for Central Daylight time.

2.8 Contract Path. The term "Contract Path" means the pipeline capacity contracted by Shipper between its Receipt Point(s) and its Delivery Point(s) which includes the direction of flow of the gas between such points.

2.9 Contract Year. "Contract Year" shall mean a one year period commencing on the November 1 "gas day" and extending twelve months through October 31.

2.10 Cubic Foot. The term "cubic foot" shall mean the volume of gas which occupies one cubic foot when such gas is at a temperature of sixty degrees Fahrenheit (60 F), and at a pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia) and corrected for deviation from ideal gas behavior.

2.11 CST. The term "CST" shall mean Central Standard Time or Central Daylight Time, whichever is applicable.

2.12 Commission. The term "Commission" or "FERC" shall mean the Federal Energy Regulatory Commission or any successor federal governmental body or agency which is given the authority to regulate, review and/or oversee, in total or in part, the activities of interstate natural gas pipeline companies.

2.13 Day. The term "day" shall mean a period of twenty-four (24) consecutive hours, beginning at 12:00 Midnight CST, and ending at 12:00 Midnight CST, the following twenty-four (24) hour period.

2.14 Dekatherm. The term dekatherm shall be the standard unit of quantity. Any document containing "MMBtu" as the unit of quantity shall be deemed to be "dekatherm."

2.15 Delivery Point. The term "Delivery Point" or "Point of Delivery" shall mean the point at which WTG Hugoton delivers gas to the Shipper.

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2.16 Delivery Point Operator. The term "Delivery Point Operator" shall include any person interconnected to WGTG Hugoton or acting as agent for the interconnected party who is authorized to confirm Shipper delivery point nominations and insure, in cooperation with the Shipper and other parties in the confirmation path, that physical flows conform to the delivery point nominations. The Delivery Point Operator must have the ability to control or cause the control of the physical operation of the facilities interconnected to WGTG Hugoton.

2.17 Electronic Transmission. The term "Electronic Transmission" shall mean a mutually agreeable means of data communication whereby data is input by the Shipper directly into WGTG Hugoton's internal system applications either by keypunch or by means of electronic data file processing.

2.18 Fuel. The term "Fuel" shall mean the volume of gas used for fuel, use, lost and unaccounted for.

2.19 Gas. The term "gas" shall mean natural gas, manufactured gas, propane-air gas or any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting predominantly of methane determined on a dekatherm basis.

2.20 Gas Day. The term "gas day" shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. central clock time.

2.21 Imbalance Index Price. The term "Imbalance Index Price" shall equal, for any month, the arithmetic average of the five average weekly prices at Panhandle, TX-Okla, as published in "Gas Daily," as more fully described in Section 28.3 of these GENERAL TERMS AND CONDITIONS.

2.22 Liquid Revenue. The term "Liquid Revenue" shall mean the revenue received for plant products less transportation, fractionization and marketing fees.

2.23 Local Distribution Company. The term "Local Distribution Company" or "LDC" shall mean any person, including a municipally owned/cooperative distribution company, other than any interstate pipeline or intrastate pipeline, owning pipeline facilities for, and engaged in the transportation or local distribution of natural gas and the sale of natural gas for ultimate consumption.

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GENERAL TERMS AND CONDITIONS

2.24 Mcf. The term "Mcf" shall mean 1,000 cubic feet of gas.

2.25 MDQ. The term "MDQ" shall mean the total volume of natural gas WTG Hugoton is obligated to transport, under the terms of the applicable Rate Schedule, on a daily basis from the Primary Receipt Points to the Primary Delivery Points. Primary Receipt Point entitlements and Primary Delivery Point entitlements shall equal.

2.26 MMBtu. The term "MMBtu" shall mean 1,000,000 Btu.

2.27 Month. The term "month" or "calendar month" shall mean the period beginning on the first "gas day" of the calendar month following initial delivery and ending on the first "gas day" of the next succeeding calendar month.

2.28 NAESB Standards. WTG Hugoton has adopted all of the Business Practices and Electronic Communications Standards which are required by the Commission in 18 CFR, Section 284.12 (a), as amended from time to time, in accordance with Order No. 587, et al. In addition to the NAESB WGQ Standards referenced elsewhere in the Tariff, Transporter specifically incorporates by reference the following NAESB WGQ Version 1.9 Standards, Definitions, and Data Sets, by reference:

General:

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

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Storage Information:

Data Sets:
0.4.1

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11,
1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

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1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20,
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1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80

Data Sets:
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Flowing Gas Related Standards:

Definitions:
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Standards:
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Original Sheet No. 205B Original Sheet No. 205B

General Terms and Conditions

Invoicing Related Standards:

Definition:

3.2.1

Standards:

3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10,
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3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Data Sets:

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Quadrant Electronic Delivery Mechanism Related Standards:

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Data Sets:

5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10,
5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19,
5.4.20, 5.4.21, 5.4.22, 5.4.23

Internet Electronic Transport Related Standards:

Definitions:

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

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10,
10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19,
10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

2.29 Non Pipeline Delivery Points. The term "Non Pipeline Delivery Points" shall mean a Point(s) of Delivery on WGTG Hugoton's system which interconnects with the facilities of an entity that is not an interstate pipeline, intrastate pipeline or Hinshaw pipeline.

2.30 Plant Products. The term "Plant Products" shall mean the hydrocarbon products extracted, saved and sold from gas processed in a processing plant. These hydrocarbon products shall include, but not be limited to, ethane, propane, butanes and natural gasoline individually or as a mixture.

2.31 Primary Delivery Point. The term "Primary Delivery Point" shall mean those delivery points listed on Appendix A of the FT Service Agreement with a specified firm volume assigned.

2.32 Primary Receipt Point. The term "Primary Receipt Point" shall mean those receipt points listed on Appendix A of the FT Service Agreement with a specified firm volume assigned.

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2.33 Receipt Point. The term "Receipt Point" or "Point of Receipt" shall mean the point, which may or may not be a physical point, at which the Shipper delivers gas to WTG Hugoton.

2.34 Receipt Point Operator. The term "Receipt Point Operator" shall include any person interconnected to WTG Hugoton or acting as agent for the interconnected party who is authorized to confirm Shipper receipt point nominations and insure, in cooperation with the Shipper and other parties in the confirmation path, that physical flows conform to the receipt point nominations. The Receipt Point Operator must have the ability to control or cause the control of the physical operation of the facilities interconnected to WTG Hugoton.

2.35 Recourse Rate. The term "Recourse Rate" shall mean the Commission approved maximum tariff rates as set forth on Sheet No. 4, as modified from time to time.

2.36 Right of Way Grantor. The term "Right of Way Grantor" shall mean a party who grants a strip of land, the use of which is acquired for the construction and operation of the pipeline.

2.37 Shipper. The term "Shipper" shall be defined to be a party who: (1) requests transportation under a transportation Rate Schedule, or (2) executes a Service Agreement.

2.38 Thermally Equivalent Volumes. The term "thermally equivalent volumes" shall mean that during any given period of time the volumes of gas delivered hereunder at the Point(s) of Delivery multiplied by the total heating value of the gas at the Delivery Point(s) shall equal the volumes of gas received at the Point(s) of Receipt, less volumes attributable to Fuel, multiplied by the total heating value of the gas at the Receipt Point(s).

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GENERAL TERMS AND CONDITIONS

2.39 Total or Gross Heating Value. The term "total or gross heating value" means the total calorific value, expressed in Btus when one cubic foot of anhydrous gas at sixty degrees Fahrenheit (60 F) is combusted with dry air at the same temperature and the products of combustion are cooled to sixty degrees Fahrenheit (60 F).

2.40 Unauthorized Gas. "Unauthorized Gas" shall mean any volumes delivered to WTG Hugoton from receipt points which have not been nominated in any amount by any Shipper for that month and which have not been scheduled by WTG Hugoton.

2.41 Valid Written Request. Any reference in this Tariff to a "valid written request" used in conjunction with Section 22 "Requests for Transportation Service" shall also include any requests submitted electronically through WTG Hugoton's Internet website.

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GENERAL TERMS AND CONDITIONS

3. MEASUREMENT

3.1 Unit of Measurement. The unit of measurement shall be one cubic foot of gas and the term "cubic foot of gas," whenever used in WTG Hugoton's Rate Schedules and these General Terms and Conditions shall mean one cubic foot of gas at an absolute pressure of 14.73 pounds and a temperature of sixty degrees Fahrenheit (60 F).

3.2 Measurement Factors. The volume of gas delivered as measured by pipeline pressures shall be corrected to the unit of measurement. Measurement and determination of volume delivered shall be made in accordance with the recommendations set forth in the A.G.A. Gas Measurement Committee Report Number Three latest edition for orifice meters or (the A.G.A. Gas Measurement Committee Report Number Seven latest edition, for turbine meters or industry standards for other meters).

3.3 Temperature. The temperature of the gas passing through the meters shall be determined by the use of a continuous recording thermometer so installed that it will record properly the temperature of the gas flowing through the meters. The daily temperature, based on the arithmetic average of the hourly temperature so recorded, shall be used in measurement computation, provided that, in case of small volume delivery, the installation of a thermometer may be omitted at the election of WTG Hugoton, and in any such case, the temperature of the gas for the purpose of measurement shall be assumed to be sixty degrees Fahrenheit (60 F).

3.4 Specific Gravity. The specific gravity of the gas shall be calculated from chromatographic analysis of a representative gas sample.

3.5 Atmospheric Pressure. The normal barometric pressure in pounds per square inch, carried to one decimal place, for each Point(s) of Delivery, shall be used as the atmospheric pressure for measurement purposes.

3.6 Heating Value. The heating value of the gas delivered shall be calculated from a chromatographic analysis of a representative gas sample collected daily during the month, or any other method mutually agreed upon. Such chromatographs shall be owned, operated and maintained by WTG Hugoton at representative locations on WTG Hugoton's transmission system, or as agreed upon. The heating value of the natural gas received by WTG Hugoton from its various sources of supply and of gas received for transportation will vary. However, WTG Hugoton will operate its system such that the heating value will not fall below 950 Btu per cubic foot.

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3.7 The unit of volume "at 1,000 Btu per cubic foot" or "as adjusted to 1,000 Btu per cubic foot" shall mean one cubic foot of gas as defined above and having an average total heating value of one thousand (1,000) British Thermal Units. Such units of volume shall be determined by multiplying the number of cubic feet of gas delivered during any billing day by the factor arrived at by dividing the average total heating value per cubic foot delivered on the previous day by 1,000 unless otherwise agreed to by WTG Hugoton.

3.8 Supercompressibility. Determination of supercompressibility of natural gas shall be calculated from chromatographic analysis of gas samples taken at representative points as determined by WTG Hugoton.

3.9 Gas Sampling and Analysis. Gas samples may be obtained and analyzed by one of the following methods:

(a) Portable Chromatograph. Chromatographic analysis of a spot sample of gas taken at a representative location and analyzed on site by means of a portable gas chromatograph.

(b) Spot Sample. Spot sample of gas taken at a representative location using a sample bottle and analyzed using a gas chromatograph at a location remote from the sampling location.

(c) Continuous Sample. Sampling continuously into a sample bottle for a period of time at a representative location and then analyzing the sample using a gas chromatograph.

(d) On-Site Gas Chromatograph. On-site chromatograph sampling directly from a representative source and analyzing continuously.

(e) System Gas Chromatograph. Gas chromatograph sampling directly from a representative source and analyzing continuously. The results are then applied to all other locations on the system that are representative of the sample source.

Spot Sampling Frequency. Mutually agreed upon frequency (monthly, quarterly, etc.)

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3.10 Meter. Gas delivered by WTG Hugoton to the Shipper shall be measured by an adequate meter or meters of standard type, installed, operated and maintained by WTG Hugoton at its sole expense. In the alternative, the responsibility for meter installation, operation and/or maintenance may be as mutually agreed upon between the parties. When more than one meter is used for measurement of gas delivered to the Shipper, the term "Meter" shall be construed to mean and include all such meters used for that purpose.

3.11 Receipt and Delivery Point Operator Flow Information Systems. Receipt and Delivery Point Operators may, subject to WTG Hugoton specifications and at the operators' sole expense, install flow information systems at WTG Hugoton's facilities sufficient to provide daily flow information. Such equipment shall be operated and maintained as agreed to between WTG Hugoton and the Operator. Receipt and Delivery Point Operators who have installed flow information systems may provide such information to WTG Hugoton in accordance with the established parameters, for use in compiling daily imbalances and daily service charges, subject to reasonable verification. To the extent the facilities become outdated and are no longer in compliance with WTG Hugoton's specifications, the Receipt and Delivery Point Operators shall be so notified by WTG Hugoton, and may install replacement facilities. If the replacement facilities are not installed within a reasonable period of time, WTG Hugoton will discontinue accepting data from the outdated facilities and begin using WTG Hugoton's data.

3.12 Equipment Testing. At reasonable intervals, WTG Hugoton shall test and adjust to within measurement tolerances all equipment used in making the determination of factors used under the provision of this Section. Such equipment shall, at all reasonable times, be subject to test or an inspection by a representative of the Shipper in the presence of a representative of WTG Hugoton.

(a) The Shipper shall test, at reasonable intervals, all Shipper equipment used for measurement of gas where such measurement enters into the measurement computations and shall at the time of the tests, adjust such equipment to record accurately. WTG Hugoton's representative shall have the right to witness such tests, or at reasonable times at WTG Hugoton's election, to test and inspect such equipment in the presence of the Shipper.

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(b) Measuring Equipment Out of Repair. If, for any reason, any measuring equipment is out of service or out of repair so that the quantity of gas delivered is not correctly indicated by the reading thereof, the gas delivered during such period shall be estimated by the parties on the basis of the best data available using the first of the following methods which is feasible:

(i) By using the registration of any check measuring equipment installed and accurately registering; or

(ii) By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculations; or

(iii) By estimating the quantity of delivery by deliveries during a preceding period under similar conditions when the meter was registering accurately.

(c) Adjustment of Inaccuracies. If any meter is found to be inoperative or inaccurate, it shall be adjusted to register correctly. The amount of error shall be determined by the most accurate method found feasible, and, if the error shall have resulted in an error of more than two percent (2%) in the measurement of gas delivered, then the calculated deliveries of gas through such meter shall be accurately adjusted to compensate for such error. Such adjustment shall be made for such period of inaccuracy as may be definitely known, or if not known, then for one-half the period since the date of the last meter test. Measurement data corrections must be processed within six (6) months of the production month with a three (3) month rebuttal period. This time limitation will not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Also, the parties' other statutory or contractual rights shall not otherwise be diminished by this provision. A meter adjustment or correction becomes a prior period adjustment after the fifth business day following the production month. Any measurement prior period adjustments are taken back to the production month.

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4. MERCHANTABLE GAS

Natural gas delivered by WTG Hugoton to a Shipper shall be merchantable natural gas. WTG Hugoton will offer to negotiate with a Delivery Point Operator, upon request, how WTG Hugoton will manage the quality of gas delivered to the Delivery Point Operator.

5. FACILITIES

5.1 WTG Hugoton shall not be required to provide any requested service under any Rate Schedules which would require the construction or acquisition by WTG Hugoton of any new facilities. WTG Hugoton may condition any such construction, acquisition, or expansion on Shipper agreeing to reimburse WTG Hugoton for all costs incurred, including any taxes incurred by WTG Hugoton as a result of such reimbursement. An economic feasibility test will be performed to determine when WTG Hugoton may charge Shipper such costs. Such test shall reflect the cost of the facility to be constructed, the incremental cost related to such facilities and the revenues which WTG Hugoton estimates to be generated attributable to the facilities, all of which will be based on a discounted cash flow rate of return methodology. All new facilities (whether built by Shipper or WTG Hugoton) shall be in conformance with the regulations set forth in 49 CFR Part 192 and shall be subject to inspection and prior approval by WTG Hugoton. Nothing in this Section 5 shall require WTG Hugoton to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act, nor prevent WTG Hugoton from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. WTG Hugoton reserves the right to seek a waiver of the policy set forth in this Section 5 for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Natural Gas Act.

5.2 In order to maintain and expand firm entitlement and utilization of WTG Hugoton's system, WTG Hugoton may negotiate firm transportation contracts with shippers whereby WTG Hugoton could make a contribution in aid of construction (CIAC) to the shipper. The shipper would use such funds to assist in the development of natural gas facilities. Such contributions must pass an economic feasibility test similar to the one described in the preceding paragraph.

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6. TAX REIMBURSEMENT

To the extent that any reimbursement to WTG Hugoton by Shipper is deemed taxable income to WTG Hugoton pursuant to Section 824 of the Tax Reform Act of 1986, P.L. 99-514, or any successor thereto, Shipper shall reimburse WTG Hugoton for the tax impact as well as the actual costs incurred.

7. POSSESSION OF GAS AND RESPONSIBILITY

WTG Hugoton shall be deemed to be in possession of the gas delivered hereunder by Shipper under a Transportation Service Agreement only from the time that it is received by WTG Hugoton for transportation hereunder at the Point(s) of Receipt until it is delivered to Shipper at the Point(s) of Delivery. Shipper shall be deemed to be in possession of such gas prior to such receipt by WTG Hugoton and after such delivery by WTG Hugoton. During such times as the gas is deemed to be in the control and possession of the respective party as set forth herein, said party shall be responsible for risk of the loss of the gas and shall hold harmless the other party of and from any and all damages, liabilities, expenses (including attorneys' fees and court costs), and/or injuries, including death of persons, arising during said party's possession. The foregoing provisions of this paragraph shall not relieve either party hereto from responsibility for acts of negligence of such party, its agents or employees.

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8. LIABILITY OF PARTIES

WTG Hugoton and the Shipper shall each assume full responsibility and liability for the maintenance and operation of their respective properties. WTG Hugoton shall not be liable to the Shipper for its failure to receive and or deliver gas, and the Shipper shall not be liable to WTG Hugoton for its failure to deliver or receive gas other than to make payments, when such failure on the part of either shall be due to force majeure as defined in Section 10 "FORCE MAJEURE" in these GENERAL TERMS AND CONDITIONS, provided such party shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to remove the cause of failure and resume the delivery or receipt of gas, as the case may be, provided, however, that neither WTG Hugoton nor the Shipper shall be relieved of liability to the other for any damages or expense caused or contributed to by its own negligence when such negligence on its part shall be the proximate cause of its failure to deliver or receive gas, as the case may be. If failure to deliver or receive gas is caused by negligence on the part of WTG Hugoton, then WTG Hugoton shall offer to credit reservation charges to the Shipper during such failure.

9. BILLING AND PAYMENT

9.1 For purposes of this Section 9, all references to "day" shall be deemed to mean "billing day" and all references to "month" shall be deemed to mean "billing month."

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9.2 Each month, WTG Hugoton shall submit to Shipper a statement and billing for the reservation and usage charges associated with the services rendered during the preceding month. If actual measurement data is not available within five (5) business days after the end of the production month, then billing will be based on the best available measurement data and corrected as a prior period adjustment in a subsequent month. Quantities at points where OBAs exist should be invoiced based on scheduled quantities. The statements and billings shall be rendered on or before the 9th Business Day after the end of the production month. The term "rendered" shall mean postmarked, time-stamped or delivered to the designated site. Shipper shall pay to WTG Hugoton the amount shown as due by such billing within ten (10) days of the issuance of such billings in immediately available U.S. funds at a depository designated by WTG Hugoton. Checks received in WTG Hugoton's designated depository at least two (2) business days before the invoice due date will be considered to be immediately available funds on the due date. When the due date falls on a day that the designated depository is not open in the normal course of business to receive the Shipper's payment, the Shipper shall cause such payment to be made on or before the first business day on which the designated depository is open after such due date. Shipper shall submit supporting documentation with any payment. Shipper shall identify invoice number(s) on all payments.

9.3 The party making the payment shall submit supporting documentation; the party receiving the payment shall apply the payment per the supporting documentation provided by the paying party; and if the payment differs from the invoiced amount, remittance detail shall be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment date.

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9.4 Each month, WTG Hugoton shall also provide Shipper with a detailed Statement of Account. Such Statement of Account shall indicate any outstanding amounts and shall indicate any payments which have been applied to prior period adjustments.

9.5 Prior period adjustment time limits will be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This provision 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 provision.

9.6 Should Shipper fail to pay part or all of the amount of any billing for services rendered or for any other charges hereunder, WTG Hugoton may impose interest at the then effective Refund Interest Rate pursuant to the Commission's Regulations, from the due date until date of payment. If such failure to pay continues, WTG Hugoton, in addition to any other remedy it may have, may suspend service of gas hereunder after implementing a twenty (20) day notification procedure. The notification procedure consists of a first notice that would inform the Shipper that it has fifteen (15) days to correct the default, and a second notice to the Shipper, that would inform the Shipper that service will be suspended in five (5) days.

9.7 If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute, and at any time thereafter within twenty (20) days of a demand made by WTG Hugoton for the balance furnishes a good and sufficient surety bond in amount and with sureties satisfactory to WTG Hugoton, conditioned upon the payment of any amounts ultimately found due upon such billing after a final determination, which may be reached either by agreement or judicial or administrative proceeding, as the case may be, then WTG Hugoton shall not be entitled to suspend further receipt or delivery of gas pursuant to this provision as a result of said dispute unless and until default is made in the conditions of such bond.

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10. FORCE MAJEURE

The term "Force Majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, storm warnings, floods, washouts, arrests and restraints of governments and people, present and future valid orders, decisions or rulings of any governmental authority having jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Force Majeure shall not include failure of gas supply because of pricing considerations. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any inability to carry out obligations hereunder due to Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

11. SUCCESSORS AND ASSIGNS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of any party shall be subject to the obligations of its predecessor in title under any Service Agreement. No other assignment of a Service Agreement or any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of the non- assigning party. Such consent shall not be unreasonably withheld. Any party may assign its respective right, title and interest in and to and under the Service Agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities. Such assignment shall not obligate the assignee in any respect to perform the obligation of the assignor under the Service Agreement.

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12. LAWS, REGULATIONS AND ORDERS

All Service Agreements made pursuant to WTG Hugoton's Rate Schedules and the respective rights and obligations of the parties thereto are subject to all present and future valid laws, orders, rules and regulations of any legislative body, or duly constituted authority now or hereafter having jurisdiction and shall be varied and amended to comply with or conform to any valid rule, regulation, order, or direction of any board, tribunal, or administrative agency which affects any of the provisions of the Service Agreements.

13. APPLICABLE LAW

AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THE SERVICE AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

14. WAR AND NATIONAL DEFENSE

During any period in which a state of war exists between the United States and any foreign power, both WTG Hugoton and Shipper shall recognize that the national defense is paramount to any contractual obligations then existing between them, and, notwithstanding the provisions of any such Service Agreements, neither shall assert, nor be required to assume, any obligation which is inconsistent with or contrary to any Governmental policy, rule, regulation or order made, issued or promulgated in the promotion thereof.

15. COMPLIANCE

WTG Hugoton shall not be required to perform service under a Rate Schedule or Service Agreement on behalf of Shipper that fails to comply with the terms which materially affects the operation of WTG Hugoton of the Rate Schedule or Service Agreement. WTG Hugoton shall apply all Terms and Conditions of this Tariff in a not unduly discriminatory manner.

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16. SUSPENSION OF SERVICE DUE TO DEFAULT

In the event that Shipper fails to comply with the terms contained in the applicable Rate Schedule and/or the terms of the Service Agreement, (other than billing disputes, which is addressed in Section 9 of the GENERAL TERMS AND CONDITIONS of this Tariff), in addition to any remedy it may have and upon receipt of any appropriate regulatory approval, if any, WTG Hugoton may suspend service hereunder after implementing a thirty (30) day notification procedure to such Shipper. The notification procedure consists of a first notice that would inform the Shipper that it has twenty (20) days to correct the default, and a second notice to the Shipper that would inform the Shipper that service will be suspended in ten (10) days. WTG Hugoton shall have the right to waive any provision of the applicable Rate Schedule or Service Agreement; provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

17. STANDARDS OF CONDUCT

17.1 Procedures Regarding Complaints

(a) All oral and written complaints regarding transactions with an energy affiliate should be directed to:

WTG Hugoton, LP
Attention: Chief Compliance Officer
4000 N. Big Spring, Suite 115
Midland, TX 79705
Phone: (432) 620-6104
Fax: (432) 570-4246

(b) The recipient of the complaint will contact the appropriate person for further review/resolution. WTG Hugoton will initially respond to the complainant within 48 hours of the complaint. WTG Hugoton will respond in writing to the complainant within 30 days of the complaint. The response shall indicate the validity of the complaint and what corrective actions, if any, should be taken.

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17.2 Procedures Regarding Compliance

(a) WTG Hugoton's procedures implementing the Standards of Conduct are posted on its Internet website.

(b) Requests for Service. The specific information and format required from a Shipper for a Valid Request for Service under Rate Schedules FT and IT are set forth at Section 23 of the GENERAL TERMS AND CONDITIONS.

17.3 Procedures Regarding Complaints

(a) For purposes of FERC Order No. 497, all oral and written complaints should be directed to:

WTG Hugoton, LP
Attention: Chief Compliance Officer
4000 N. Big Spring, Suite 115
Midland, TX 79705
Phone: (432) 620-6104
Fax: (432) 570-4246

(b) The recipient of the complaint will contact the appropriate person for further review/resolution. WTG Hugoton will initially respond to the complainant within 48 hours of the complaint. WTG Hugoton will respond in writing to the complainant within 30 days of the complaint. The response shall indicate the validity of the complaint and what corrective actions, if any, should be taken.

(c) Requests for Service. The specific information and format required from a Shipper for a Valid Request for Service under Rate Schedules FT and IT are set forth at Sections 22 and 23 of the GENERAL TERMS AND CONDITIONS.

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18. ELECTRONIC COMMUNICATIONS

18.1 Communication of Pricing and Capacity Information

(a) WTG Hugoton has established and maintains an Internet website to comply with the requirements of contemporaneous communication of and equal and timely access to certain information to all "potential shippers" in the event WTG Hugoton provides such information to an energy affiliate.

(b) WTG Hugoton's currently effective Volume No. 1 tariff, as revised from time to time, is posted on WTG Hugoton's website. Therefore, WTG Hugoton will not provide paper copies of the tariff to its customers and interested state commissions unless specifically requested to do so.

(c) In addition to general information regarding the availability and pricing of transportation services and the availability of pipeline capacity (at receipt points, on the mainline, at delivery points, new capacity and capacity as to which WTG Hugoton has exercised its right of pre-granted abandonment), WTG Hugoton will post information with regard to the Right of First Refusal process, capacity release, imbalance transfers, curtailment, points available for real time nominations, points available for pooling, and capacity which becomes available at the expiration of a Service Agreement. Shipper has the option to directly post capacity release terms. WTG Hugoton will also post such pricing and capacity information upon specific request by shippers and potential shippers. Additionally, WTG Hugoton will post capacity wanted notices for prospective Shippers. WTG Hugoton will regularly remove information as to completed transactions and other matters which have become obsolete.

(d) Daily back-up records will be maintained for three years and will be accessible to customers in electronic form upon written request. Shipper shall reimburse WTG Hugoton, upon billing, for any copying and mailing costs associated with such requests.

(e) For further information relative to the website, including fees and usage charges, potential shippers should contact WTG Hugoton through use of the website link "contact us" or at www.wtghugoton.com.

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18.2 From time to time, WTG Hugoton may also communicate information of general interest by mail to potential shippers. A party may ensure that it falls within the definition of a "potential shipper" by sending a request to WTG Hugoton at:

WTG Hugoton, LP
4000 N. Big Spring, Suite 115
Midland, TX 79705
Phone: (432) 620-6104
Fax: (432) 570-4246

18.3 Internet

WTG Hugoton has established a HTML page accessible via the Internet's World Wide Web, at <http://www.wtghugoton.com>. WTG Hugoton will make all pertinent website functions and information available via the Internet. The following information is posted:

- (a) Notices (critical notices, operation notices, system wide notices, etc.)
- (b) Standards of Conduct and energy affiliate information
- (c) Operationally available and unsubscribed capacity
- (d) Index of customers
- (e) WTG Hugoton's FERC Gas Tariff (terms, conditions, rates, general terms and conditions)
- (f) WTG Hugoton's Service Agreement form for electronic contracting.

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19. PRIORITY OF SERVICE AND CURTAILMENT

19.1 Shippers receiving or requesting service on WTG Hugoton(s) system shall be entitled to service subject to the availability of pipeline capacity in the following order of declining priority:

(a) If necessary, all firm transportation service using the Shipper's Contract Path will be interrupted on a prorata basis, without regard to the applicable rate.

(b) All firm transportation service using points outside the Shipper's Contract Path will be interrupted on a prorata basis, without regard to the applicable rate.

(c) All interruptible transportation service and authorized overrun deliveries paying the maximum tariff rate will be interrupted on a prorata basis.

(d) All other interruptible transportation service and authorized overrun deliveries will be interrupted in the order of the discounted rate being paid by Shipper for the service, highest to lowest. If two or more shippers are paying the same discounted transportation rate, service shall be prorated on the basis of the requested daily volumes.

19.2 WTG Hugoton shall also have the right to reasonably limit service and/or reduce receipts or deliveries of natural gas (1) to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, and other facilities and equipment; (2) to assure the availability of capacity for receipts or deliveries equitably under WTG Hugoton's Rate Schedule FT in cases where natural gas does not conform to the quality specifications contained in the Tariff. WTG Hugoton shall provide shipper reasonable advance notice of routine maintenance, repair, overhaul, or replacement.

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19.3 Curtailment: If, on any day, WTG Hugoton determines that the capacity of its system, or any portion thereof, is insufficient to serve all Shippers that are scheduled to receive service on such day, capacity that requires allocation shall be allocated in a manner that results in curtailment of capacity, to zero if necessary, in reverse of the order listed in Section 19.1. If interruptible transportation must be allocated, such transportation will be curtailed according to the price being paid, with lower priced transportation being curtailed before higher priced transportation; provided that any Shipper paying above the maximum IT rate shall be deemed to be paying the maximum applicable rate.

Any interruptible Shipper paying a discounted rate, if subject to curtailment, may elect to pay a higher rate or the maximum rate to avoid or reduce the possibility of curtailment. If Shipper so elects, then curtailment shall be in accordance with this Section 19, whichever is appropriate. If two or more Shippers are paying the same discounted rate, then the curtailment shall be prorated based on the requested daily volumes. Firm shippers shall be interrupted prorata based on their contracted-for demand. Nothing in this provision shall limit WTG Hugoton's right to interrupt service on any other reasonable basis (including prorata curtailment within a class of service) in order to insure system integrity.

19.4 WTG Hugoton shall provide Shippers five days notice of any curtailment, or as much notice as possible, in order to permit Shipper to make the election available under Section 19.3. Such notice shall state the discounted rates being paid by other Shippers, the quantities being transported at such rates and the estimated reduced quantities of gas that can be transported. Daily operational allocations shall be reported within one business day after the end of the gas day within which the gas has been allocated. If the best available data for reporting daily operational allocation is the Scheduled Quantity, that quantity shall be used for the daily operational allocation.

19.5 Upstream or downstream curtailment: If receipts or deliveries of Shipper's gas are curtailed either upstream or downstream of the WTG Hugoton system, transportation by WTG Hugoton shall likewise be curtailed or interrupted and Shipper will be responsible for arranging adjustments of transportation quantities on all upstream or downstream entities.

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19.6 In the event gas supply shortages at Delivery Points occur due to capacity constraints, such shortages shall be handled under the following procedures:

(a) If any Shipper experiences or anticipates a supply emergency which could cause injury to essential human needs a minimum plant protection, such Shipper shall utilize to the fullest extent all of Shipper(s) existing gas supply arrangements, including storage inventories and self-help measures, if available, to alleviate such emergency prior to requesting assistance from WTG Hugoton and other Shippers pursuant to this Section.

(b) Any assistance required to resolve a supply emergency will be based, to the maximum extent practicable, on voluntary, market-based arrangements involving a sale of gas by a willing seller to the Shipper experiencing the emergency shortage, at a rate to be negotiated by the parties to such sale. Such transaction could involve the pre-arrangement of portfolios of divertible supply, or short-term arrangements through the use of WTG Hugoton(s) electronic bulletin board or any other arrangement acceptable to the parties to this sale.

19.7 Penalties: If Shipper takes gas in excess of the volume of gas authorized for delivery on any day that WTG Hugoton has ordered reduced deliveries, Shipper shall be subject to a penalty for takes of gas in excess of the authorized volume, without any tolerance. The penalty per dekatherm shall be equal to two hundred seventy-five percent (275%) of the applicable monthly Imbalance Index Price. Penalty revenues shall be credited to Shippers in accordance with Section 45 of the GENERAL TERMS AND CONDITIONS of this Tariff.

19.7 Liability: If WTG Hugoton reduces deliveries pursuant to this Section 19, WTG Hugoton shall not be contractually or otherwise liable to Shipper or to any other person for any damages whatsoever because of any reductions of deliveries, provided, however, WTG Hugoton shall give all firm Shippers a full reservation charge credit for all scheduled volumes not delivered due to a non-force majeure event, starting at Day 1 of such event. For a force majeure event on the pipeline, WTG Hugoton will offer full reservation charge credits for all scheduled volumes not delivered, starting at Day 11.

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20. SECTION 4 RIGHTS

WTG Hugoton shall have the unilateral right, at any time and from time to time, to file with the regulatory bodies having jurisdiction to change:

- (a) any rates and/or charges applicable to Rate Schedule(s);
- (b) any provisions of any Rate Schedule included in this Tariff; and/or
- (c) any provisions of the GENERAL TERMS AND CONDITIONS of this Tariff.

Without prejudice to Shipper's right to protest the same, WTG Hugoton shall have the right to place such changes into effect as authorized by such regulatory body. The Service Agreement shall be deemed to include such changes and any other revisions which become effective by operation of law and/or Commission Order.

21. ALTERNATIVE DISPUTE RESOLUTION (ADR)

WTG Hugoton and Shipper may, on a not unduly discriminatory basis, agree to alternative forms of dispute resolution, but in no event can WTG Hugoton's agreement be contingent of Shipper giving up rights that are otherwise provided for in the Tariff. WTG Hugoton will not withhold discounts or other benefits if a Shipper does not agree to ADR.

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22. REQUESTS FOR TRANSPORTATION SERVICE

22.1 In accordance with Section 18.1(c) of the GENERAL TERMS AND CONDITIONS, WTG Hugoton will post on its Internet website information regarding the availability and pricing of transportation services as well as other information, including the availability of pipeline capacity. To initiate service under a Rate Schedule and the respective Service Agreement, Shipper shall submit a valid written request which must contain all information described in Section 23, "Information Required for a Valid Request" of the GENERAL TERMS AND CONDITIONS of this Tariff. If, upon review of the service request form, WTG Hugoton determines that the request form is incomplete or inaccurate with respect to information other than:

(a) the firm MDQ for each Transportation Service(s) under the FT Agreement, and the MDQ under the IT Agreement;

(b) the specification of Point(s) of Delivery;

(c) the specification of Point(s) of Receipt;

(d) for Firm Service only, the firm quantities applicable to the respective Point(s) of Receipt and Point(s) of Delivery; or

(e) the term of service, (for FT Service, the term requested must comply with Section 5, "Term of FT Agreement" of Rate Schedule FT),

22.2 Shipper shall have five (5) days to submit the required information upon request by WTG Hugoton. If such information is not supplied to WTG Hugoton within said five (5) day period, then Shipper's request shall be deemed null and void. If Shipper does not specify on the transportation request form the information described in one or more of the sections 22.1 (a) through (e) above, then WTG Hugoton shall reject such request, in which case, Shipper's request shall be null and void.

Furthermore, if WTG Hugoton determines that incomplete or inaccurate information has been submitted to effectuate the transportation service which causes such service to not comply with the Commission's regulations then WTG Hugoton shall notify Shipper of such discrepancy within 45 days of the effective date of the Service Agreement. Shipper must respond to WTG Hugoton within 5 business days, otherwise such Service Agreement will terminate.

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22.3 Once WTG Hugoton has validated Shipper's request and determined that Shipper's offer is the best bid, WTG Hugoton shall send, for execution, to Shipper a Service Agreement. The best bid shall be determined based on the highest total net present value based on the term specified. Shipper shall have thirty (30) days from the date of tender in which to execute the Service Agreement and return to WTG Hugoton or Shipper's request shall be deemed null and void. WTG Hugoton is not required to tender a Service Agreement for service at a rate less than maximum rate.

22.4 Additional Provisions for Requests for Firm Service

(a) WTG Hugoton will advise Shipper of its ability to provide the service requested. Except as provided below, WTG Hugoton will give a Shipper requesting firm service written confirmation within seven (7) work days after receipt of a request that a Shipper will be allowed to enter into a FT Service Agreement containing the points requested or amend an existing FT Service Agreement to change primary receipt or delivery points; Shipper may not nominate volumes at these points until the FT Service Agreement or amendment is executed.

(b) The effective date of the FT Service Agreement shall be that agreed to by WTG Hugoton and the Shipper and shall be set forth in the Service Agreement. The effective date of any service agreement may be contingent upon the completion of the construction of any facilities needed to provide such service.

(c) To the extent capacity is not available, a request for new firm service shall be voided.

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(d) In the event of a verifiable force majeure situation as defined in this Tariff, Shipper may request an amendment of its primary receipt point. WTG Hugoton will confirm in writing on a form (Confirmation Form) availability of capacity at that point, if any, within seven (7) work days of the request. To the extent capacity is available, Shipper may execute the Confirmation Form and upon receipt of same by WTG Hugoton, Shipper may nominate volumes at that point pursuant to the existing nomination procedures contained in this Tariff. The executed Confirmation Form will constitute a binding amendment to the firm Service Agreement. WTG Hugoton will submit to Shipper a revised Appendix A to the firm Service Agreement as soon thereafter as practicable.

(e) All requests for amendments to an existing firm agreement received by WTG Hugoton's Customer Service Department during the day will be considered as received at the same time. To the extent necessary, WTG Hugoton will allocate capacity among these requests on a pro rata basis. However, any requested capacity at a point which is greater than the total capacity available at that point will be allocated as if the request was for the maximum capacity available at that point.

(f) Unless WTG Hugoton is contemplating the construction of facilities, a request will be rejected if firm capacity to render the service is not available.

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22.5 Reservation of Capacity - Expansion Projects

(a) WTG Hugoton may elect to reserve for a future expansion project any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a right of first refusal or Shipper does not exercise its right of first refusal. WTG Hugoton may only reserve capacity for a future expansion project for which an open season has been or will be held within one (1) year of the date that WTG Hugoton posts such capacity as being reserved. Prior to reserving capacity for an expansion project, WTG Hugoton shall first post for bid all of its available capacity on its website for at least five (5) business days before capacity will be reserved.

(b) Capacity may be reserved for expansion projects only for a 12-month period prior to WTG Hugoton filing for certificate approval for construction of proposed expansion facilities, and thereafter until the effective date of any service agreement related to the certificate filing or the date the expansion facilities are placed into service.

(c) If WTG Hugoton reserves capacity for an expansion project, it will notify Shippers of its intent as part of WTG Hugoton's posting of capacity on its Internet website. WTG Hugoton's posting for reserved capacity for future expansion projects shall include the following information: (1) a description of the project for which the capacity will be reserved; (2) the total quantity of capacity to be reserved; (3) the location of the proposed reserved capacity on the pipeline system; (4) whether, and if so when, WTG Hugoton anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (5) the projected in-service date of new facilities; and (6) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a right of first refusal. WTG Hugoton will make reasonable efforts to update the reservation posting up to the in-service date of the project to reflect any material changes in the scope of the project. The reservation posting or open season will include a non-binding solicitation for turnback capacity from WTG Hugoton's existing Shippers to serve the expansion project. In the event WTG Hugoton includes the solicitation for turnback capacity in the reservation posting, the reservation of capacity must be posted no later than 90 days following an open season for a project.

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(d) Any capacity reserved under this section will be made available for transportation service pursuant to WTG Hugoton's GENERAL TERMS AND CONDITIONS on a limited-term basis. WTG Hugoton reserves the right to limit any extension rights provided in the service agreement and pursuant to Section 41 - Right of First Refusal of the GENERAL TERMS AND CONDITIONS - commensurate with the effective date of any service agreement supporting an expansion project or proposed in-service date of any facilities. Any capacity reserved for a project that does not go forward for any reason shall be re-posted as generally available within 30 days of the date the capacity becomes available, with the exception of capacity committed to in contracts entered into on an interim limited term basis during the period the capacity was reserved.

23. INFORMATION REQUIRED FOR A VALID REQUEST

All requests must indicate in capital letters at the top of the request: "SERVICE REQUEST FORM," and must be: (1) electronically submitted via WTG Hugoton's Internet website; (2) faxed to Customer Service at the fax number posted on the website; or (3) delivered to the attention of Customer Service, 211 North Colorado, Midland, TX 79701. Requests for service hereunder must contain the following information and are subject to the following rights and obligations:

- (a) Shipper's name/mailling address/e-mail addresses/telephone number.
- (b) Shipper's status (i.e., Intrastate, LDC, Interstate, Hinshaw, Broker, Producer, etc.).
- (c) Whether Shipper is acting as Agent.
- (d) Certification for transportation under NGPA Section 311(a)(1) executed by Shipper and by the "on behalf of" party (if applicable).
- (e) Name/address/telephone number for agent and eligible NGPA Section 311 "on behalf of" party (if applicable).
- (f) Status of agent and eligible NGPA Section 311 "on behalf of" party (i.e., Intrastate, LDC, Interstate, Hinshaw, Broker, Producer, etc.).
- (g) End user's statement of LDC involvement to determine if utility by-pass exists.

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(h) Name of ultimate end-user(s) (to be supplied at the time the Service Agreement is executed) or indication if gas is for a LDC's system supply.

(i) Rate Schedule of the requested service.

(j) Requested term of service.

(k) MDQ requested

(l) Point(s) of Receipt.

(m) Point(s) of Delivery.

(n) If firm service is requested, Shipper must specify the total demand quantity attributable to all requested Point(s) of Receipt and all Point(s) of Delivery.

(o) Segmentation. If a Shipper is requesting to segment its service agreement, the following information is required: (1) the contract number being segmented, including the applicable Rate Schedule; (2) MDQ requested for segmentation purposes by point; (3) requested term of service for capacity being segmented.

(p) Certification that either Shipper has title, or contractual right to acquire title, to gas being transported.

24. NOMINATIONS

24.1 Shipper and WTG Hugoton shall agree to the following minimum North American Energy Standards Board (NAESB) (formerly Gas Industry Standards Board (GISB)) standard nomination timeline communicated electronically under each Service Agreement for transportation that will occur on WTG Hugoton:

(a) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by WTG Hugoton (including the Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by WTG Hugoton from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).

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(b) The Evening Nomination Cycle: 6:00 p.m. for nomination leaving control of the nominating party; 6:15 p.m. for receipt of nominations by WTG Hugoton (including the TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by WTG Hugoton from upstream and downstream connected parties; 10:00 p.m. for WTG Hugoton 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 WTG Hugoton to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another Service Requester on WTG Hugoton to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

(c) The Intraday 1 Nominations Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by WTG Hugoton (including the TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by WTG Hugoton from upstream and downstream connected parties; 2:00 p.m. for WTG Hugoton to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. gas day.

(d) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by WTG Hugoton (including the TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by WTG Hugoton from upstream and downstream connected parties; 9:00 p.m. for WTG Hugoton to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

For purposes of the Evening, Intraday 1 and Intraday 2 Nomination Cycles, "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

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24.2 The Timely and Evening Nomination Cycles pertain to transportation for the upcoming gas day. The Intraday 1 and Intraday 2 Nomination Cycles pertain to the current gas day. Together the Timely, Evening, Intraday 1 and Intraday 2 Nomination Cycles shall be referred to as the grid-wide synchronization times. WTG Hugoton will process nominations in addition to the grid-wide synchronization times subject to the additional Intraday nomination subsection herein, and accordingly WTG Hugoton is not required to hold capacity for grid-wide nominations until a standard nomination cycle. Bumping will only be permitted during the Evening and Intraday 1 Nomination Cycles.

24.3 All nominations for service, including firm overrun, will be required to be electronically nominated by path, i.e. specific receipt point to specific delivery point. WTG Hugoton will accept facsimile nominations in the event of a failure of electronic nomination communication equipment. Overrun quantities shall be nominated as a separate transaction. All nominations must include shipper-defined begin dates and end dates. Additionally, the upstream and/or downstream contract information and rankings must be provided for a nomination to be valid.

24.4 The receiver of a nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send.

24.5 WTG Hugoton may accept "standing nominations," excluding intra-day nominations, for the then existing term of the Service Agreement. The term "standing nominations" shall mean a nomination of a specific volume to remain in effect until the earlier of:

- (a) the requested ending date of such nomination; or
- (b) a request by Shipper to change such nomination;

provided however, the term of the nomination is within the term of the Service Agreement.

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

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24.7 With respect to the processing of requests for increases during the intraday nominations/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity should be the new confirmed quantity.

24.8 With respect to the processing of requests for decreases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be the new confirmed quantity.

24.9 The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology.

24.10 The total nomination at the Point(s) of receipt, less designated Fuel, if any, must equal the nominations at the Point(s) of Delivery. For in-kind fuel reimbursement methods, WTG Hugoton will not reject a nomination for reasons of rounding differences due to fuel calculations of less than 5 dekatherms.

24.11 A package ID is a way to differentiate between discrete business transactions. When used, Package ID should be supported for nominating and scheduling; mutually agreed between the applicable parties for allocations and imbalance reporting; supported for invoicing (sales and purchase); and mutually agreed for transport invoicing. Use of the Package ID is at the discretion of the service requester, and if sent, should be accepted and processed by the service provider.

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24.12 WTG Hugoton shall electronically initiate the confirmation process. At the end of each gas day, WTG Hugoton should provide the final scheduled quantities for the just completed gas day. With respect to the implementation of this process via the 1.4.x scheduled quantity related standards, WTG Hugoton should send an end of gas day Scheduled Quantity document. Receivers of the end of gas day Scheduled Quantity document can waive the sender's sending of the end of gas day Scheduled Quantity document.

The sending party shall adhere to nomination, confirmation, and scheduling deadlines. The receiving party has the right to waive the deadlines.

Shipper shall deliver, or cause to be delivered, to WTG Hugoton at the Point(s) of receipt on a uniform daily and hourly basis that quantity of natural gas that has been scheduled for transportation.

24.13 Intraday Nominations

(a) An intraday nomination is a nomination electronically submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day. The Evening, Intraday 1 and Intraday 2 Nomination Cycles constitute WTG Hugoton's standard Intraday nomination opportunities. For services that provide for intraday nominations and scheduling, there is no limitation as to the number of intraday nominations which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. Intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes in delivery points of scheduled gas. Intraday nominations may be used to nominate new market or supply. Intraday nominations do not roll over and are applicable to one (1) day only and must include an effective time. All nominations, including intraday nominations, will be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations will include an effective date and time. The interconnected parties will agree on the hourly flows of the intraday nomination. Intraday nominations do not replace the remainder of standing nominations. There is no need to re-nominate if intraday nomination modifies existing nomination.

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(b) Firm intraday nominations are entitled to bump scheduled interruptible service only during the Evening and Intraday 1 Nomination cycles. WTG Hugoton will provide notice of the applicability and types of penalties to be effective the following gas day for any intraday bumps, operational flow orders, and other critical notices on its Electronic Bulletin Board by 3:00 p.m. prior to the gas day. During non-critical periods, daily penalties will be waived for bumped volumes, operational flow orders, and other critical notices on that date.

WTG Hugoton will provide Shippers with notification of intraday bumps, operational flow orders, and other critical notices through the Shipper's choice of Electronic Notice Delivery Mechanism(s). WTG Hugoton will also electronically communicate notice directly to Shippers in accordance with the grid-wide timeline for scheduled quantities. Unless the affected party and WTG Hugoton have agreed to exclusive notification via EDI/EDM, the affected party should provide WTG Hugoton with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of intraday bumps, operational flow orders, and other critical notices. The obligation of WTG Hugoton to provide notification is waived until the above requirement has been met. WTG Hugoton will support the concurrent sending of electronic notification of bumping, operational flow orders, and other critical notices to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery. Penalties related to the bumped volume will be waived if notice has not been provided.

(c) Shipper may nominate volumes in excess of the MDQ, but such nomination would be subject to the terms and conditions of the IT Rate Schedule.

(d) WTG Hugoton shall have the right at any time to limit acceptance of a Intraday nomination on a non-discriminatory basis if system integrity will be placed in jeopardy. Any such limitation shall be posted on WTG Hugoton's Electronic Bulletin Board with its justification.

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25. ALLOCATION OF CAPACITY

25.1 Scheduling

(a) Firm Services at Primary Points shall be scheduled first and shall be given the highest priority. Firm Service at Alternate Points shall be scheduled next, before flowing interruptible volumes. Nominations received after the nomination deadline will be scheduled after the nominations received before the nomination deadline.

(b) In the event capacity must be allocated on part or all of WTG Hugoton's system, then on the respective part of WTG Hugoton's system, Firm Services shall be given the highest priority for scheduling purposes. Therefore, WTG Hugoton will schedule firm customers' volumes in accordance with the provisions of Section 19, "Priority of Service and Curtailment" of the GENERAL TERMS AND CONDITIONS.

(c) In the event more than one firm Shipper nominates the same alternate delivery point, the point will be allocated for scheduling purposes among the firm Shippers nominating the alternate delivery point on a pro rata basis. Scheduling priority for firm service at an alternate delivery point will be before interruptible service but after firm service at a primary firm point. A Shipper using a primary point and nominating prior to the nomination deadline, will be scheduled prior to interruptible service. Shippers using alternate delivery points may bump IT Shippers at any time in accordance with Section 24, "Nominations" of the GENERAL TERMS AND CONDITIONS of this Tariff. Bumped IT Shippers will retain flowing gas priority rights within the month when capacity becomes available if they continue nominating volumes at the point.

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(d) To the extent that capacity remains, WTG Hugoton shall schedule IT and FT overrun on the basis of the nominated IT and FT overrun usage rate. For the purpose of allocating capacity, shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate. Provided however, for scheduling purposes, to the extent Shipper is transporting gas under an Interruptible Service Agreement, Shipper's "flowing gas," up to the MDQ of the respective Service Agreement, shall not be interrupted to provide service to another interruptible Shipper with a higher scheduling priority. The term "flowing gas" shall mean:

(i) volumes scheduled to be transported on the previous gas day within the month, or

(ii) volumes transported the previous gas day within the month, or

(iii) volumes considered flowing for a previous gas day within the month and nominated for the ensuing gas day(s) for the same path but not scheduled as a result of WTG Hugoton's operational considerations or during a force majeure situation.

To the extent Shipper renominates flowing gas on the subsequent day for the same path, but WTG Hugoton is unable to schedule those volumes as a result of other firm service, maintenance or Force Majeure, such flowing gas shall be interrupted on the basis of price. To the extent Shipper fails to nominate flowing gas for the subsequent day, Shipper loses flowing gas protection, and Shipper's volumes will be scheduled as provided above.

25.2 Curtailment

(a) Interruptible Throughput. After volumes have been scheduled, WTG Hugoton has the right to curtail receipts and/or deliveries of natural gas below the scheduled volume if the available capacity for such quantity is reduced as a result of force majeure or any operational consideration reasonably determined by WTG Hugoton. WTG Hugoton shall curtail all scheduled Overrun volumes and scheduled volumes under Interruptible Service Agreements as provided in Section 19.

(b) Firm Services. In the event capacity must be allocated on part or all of WTG Hugoton's system, Firm Services will be the last category to be curtailed. Such curtailment shall be allocated on a pro rata basis except as provided in Section 19, "Priority of Service and Curtailment" of the GENERAL TERMS AND CONDITIONS.

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(c) If WTG Hugoton is experiencing a shortfall or excess in receipts which affect the operating integrity of its system, only until WTG Hugoton is able to determine the Producer or Shipper who has failed to tender volumes equal to the volumes nominated and scheduled, WTG Hugoton shall have the right, after providing as much advance notice as possible, to interrupt deliveries concerning the affected area as provided in Section 19 of the GENERAL TERMS AND CONDITIONS of this Tariff.

WTG Hugoton will use Shipper-provided path priorities and rankings when making reductions during the scheduling process, when path priorities and rankings do not conflict with other provisions within WTG Hugoton's tariff.

(d) Operational Flow Orders.

An operational flow order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, or WTG Hugoton's system or to maintain operations required to provide efficient and reliable service. Whenever WTG Hugoton experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.

WTG Hugoton and Shipper shall establish a procedure to electronically exchange information regarding receipt and delivery quantities in dekatherms to achieve a daily operational gas balance, and Shipper shall, upon request, furnish such data as WTG Hugoton deems necessary to maintain control of its system, including, without limitation, established Btu content of the gas to be received by Northern. If WTG Hugoton determines in its reasonable discretion that confirmation of nominations at certain Point(s) of Receipt and/or Delivery are necessary to maintain the integrity of its system, WTG Hugoton will not schedule transportation unless the party causing the gas to be delivered for Shipper's account into WTG Hugoton's system at the Point(s) of Receipt confirms such deliveries and that the party receiving gas from WTG Hugoton's system for Shipper's account at the Point(s) of Delivery confirms that it will receive such volumes.

WTG Hugoton and Shipper may agree to a contract specific receipt or delivery point flow requirement which could require receipts from or deliveries to the primary points under a Shipper's firm agreement in order to alleviate conditions on WTG Hugoton's system that threaten the safe operations or system integrity or to maintain conditions on WTG Hugoton's system that are required to maintain safe operations or system integrity. WTG Hugoton and Shipper may agree to discount the transportation rate, provide a contribution in aid of construction, or other consideration consistent with the terms of WTG Hugoton's FERC-approved tariff as the consideration for a contract specific flow order. WTG Hugoton will post on its Internet website, under Transactional Reporting, applicable provisions and consideration provided under this provision.

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(e) OBA General Terms and Conditions. If requested by a Shipper, WTG Hugoton will seek to negotiate an Operational Balancing Agreement ("OBA") with an entity that operates the facilities interconnecting with WTG Hugoton or controls supplies entering WTG Hugoton's system at interconnection point and/or receipt point(s) ("Operator"), as applicable. An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect. Such OBA shall comply with the applicable requirements of NAEBS governing such agreements and will be subject to the following conditions.

(i) Quantities nominated by Shipper are confirmed on a reliable basis by Operator.

(ii) Data Acquisition Systems or other monitoring equipment generally acceptable by industry standards exist at the interconnection point(s) and/or receipt point(s);

(iii) Operator must meet the same creditworthiness standards as Shipper(s) for whom it is operating on behalf of;

(iv) Operator must possess sufficient quantities of gas for it to balance receipts and/or deliveries under the OBA.

An OBA may be subject to certain conditions as follows:

(i) Any receipt point imbalance and scheduling penalties otherwise applicable to Shipper will be applicable to operator unless WTG Hugoton maintains flow control equipment at the wellhead receipt or interconnection point(s) under the OBA.

(ii) Operator and WTG Hugoton will negotiate in good faith to agree on a method of valuing imbalances based on market price indices. The method of valuing imbalances will be applied in a non-discriminatory manner. Nothing in this section is intended to restrict WTG Hugoton's ability to either execute an OBA without market based imbalance evaluation or to terminate such an agreement for lack thereof. However, OBAs applicable to non-contiguous facilities shall be resolved by cash in/out.

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26. BILLING QUANTITY

26.1 Single Shipper. The Billing Quantity ("BQ") shall be the volumes actually delivered for a Shipper. For monthly billing purposes, the determination of the BQ for a Shipper transporting gas under more than one Rate Schedule shall be in the following order (Default Order) unless agreed to otherwise by WTG Hugoton and the Shipper prior to the beginning of such month.

(a) volumes, including overrun volumes, scheduled for delivery under Rate Schedule IT, if any;

(b) volumes delivered under Rate Schedule FT in the following order:
(i) scheduled overrun volumes, if any, and (ii) up to the MDQ's of the FT services.

26.2 Multiple Shippers. For billing purposes, to the extent WTG Hugoton is transporting gas to a Point(s) of Delivery for more than one (1) Shipper, the Shipper shall cause the party receiving the gas for Shipper's account at such Point(s) of Delivery ("Receiving Party") to advise WTG Hugoton of the priority between Shippers in which said Receiving Party will receive the other Shippers' scheduled gas. If WTG Hugoton has not been advised of a priority, the Default Order in Section 26.1 above shall apply. Provided however, if the Receiving Party is also a FT Shipper, then, for billing purposes, gas being transported and delivered at the subject Point(s) of Delivery for the Receiving Party Shipper's FT Agreement shall be deemed to be the last transportation volumes scheduled through the meter (last-through-the-meter methodology) preceded by any other agreements in the Default Order unless agreed to otherwise by WTG Hugoton and the Receiving Party prior to the beginning of the month, or unless the Receiving Party has chosen to provide the measured volumes as stated below in Section 26.4.

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26.3 In the event there is more than one service agreement under any rate schedule, for purposes of billing in Sections 26.1 and 26.2 above, the volumes shall be allocated pro-rata to each service agreement based on scheduled volumes, unless agreed to otherwise.

26.4 Other Flowing Gas Allocations. Unless otherwise specifically provided for within these General Terms and Conditions, and except at points that have an Operational Balancing Agreement (OBA) in effect, a monthly pre-determined allocation (PDA) methodology of ranked, pro rata, percentage, swing or operator provided value will be agreed upon at the point. The upstream and downstream operators will provide the PDA methodology to the allocating party and/or the party performing the measurement function after or during confirmation and before the beginning of the gas day. If the parties have not agreed upon a PDA methodology, or if a point is not covered by the last-through-the-meter methodology, as described above, and there is a dispute, then pro rata based upon confirmed nominations will be used as the default methodology. The party responsible for custody transfer (the party performing the measurement function) will provide the allocation.

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27. RECEIPT POINT SCHEDULING PENALTIES

27.1 If, at month's end, the sum of the actual daily quantities of natural gas received by WTG Hugoton at all Points of Receipt for each Shipper's Service Agreement(s) varies from the sum of the quantities scheduled under each service agreement during the respective month for transportation at all Points of Receipt, (either + or -) by greater than ten percent (10%), then WTG Hugoton shall impose on a non-discriminatory basis a penalty equal to the IT rate per dekatherm for the difference between the sum of the actual total receipts during the month and the sum of the quantities scheduled for receipt during the respective month, less the tolerance level, except as provided below. Points in each Shipper's Service Agreement(s) may be aggregated for purposes of determining this penalty. WTG Hugoton's mainline system refers to facilities which directly connect to, or are located on, WTG Hugoton's mainline transmission system. Any penalty calculated that is less than one hundred dollars (\$100) will be waived.

27.2 Shipper's actual and scheduled volumes, at points connected to WTG Hugoton's mainline system, shall be aggregated at the Shipper level prior to determining variance.

27.3 In order to protect system integrity, WTG Hugoton may, after giving shippers forty-eight hours notice, implement the penalty on a system level, or a specific Point of Receipt. For purposes of this Section, "system level" shall mean any combination of two (2) or more compressor stations in the same geographical area. The monthly penalty will then apply at those designated point(s) for the remainder of the billing month, unless system integrity is no longer in jeopardy. Upon such determination, WTG Hugoton will so notify Shippers and the penalty shall again apply on a Service Agreement basis from the date of such notice.

27.4 WTG Hugoton shall waive such penalty or portion thereof if such penalty was the result of a Force Majeure condition on WTG Hugoton's system or WTG Hugoton determines that it incorrectly scheduled the volumes. A force majeure situation not on WTG Hugoton's system will not relieve Shipper of scheduling penalties except as set forth below. Written notification to WTG Hugoton within forty-eight (48) hours (or as promptly as possible) of a verifiable force majeure on an upstream pipeline will result in waiver of the scheduling penalty for those volumes within such forty-eight (48) hour period. Any waiver will be applied on a nondiscriminatory basis.

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27.5 Revenues associated with penalties shall be credited to Shippers in accordance with Section 45.1 of the GENERAL TERMS AND CONDITIONS.

27.6 Receipt point volumes which can be independently verified by WTG Hugoton (verifiable receipt point volume) will not be subject to the monthly receipt scheduling penalty.

28. BALANCING

Mandatory cash-out/in shall not apply to Operational Balancing Agreements (OBAs), except as provided in Section 25.2(e) of the General Terms and Conditions.

28.1 Definitions

(a) Volumetric Imbalance. Volumetric imbalance shall mean the volume difference between receipts and deliveries, without consideration of the dollar value of such volume but with consideration of the applicable Fuel and unaccounted-for.

(b) Dollar Valuation or Dollar Volume Imbalance. Dollar Valuation or Dollar Volume Imbalance shall be calculated by first determining the monthly Volumetric Imbalance and then multiplying it by the Imbalance Index Price (as defined below) for the same month.

28.2 Dollar Valuation

WTG Hugoton and Shipper, or its Designee, shall receive and deliver thermally equivalent gas volumes as nearly as practicable at uniform hourly and daily rates of flow. Volume differences between monthly receipts and deliveries shall be accumulated and recorded in a Shipper account. WTG Hugoton and Shipper shall manage monthly receipts or deliveries so that the account balance shall be kept as near to zero as practicable. Imbalances shall be valued on a dollar volume basis, which means that WTG Hugoton will first determine the imbalance quantity for each month by legal entity on an dekatherm basis and then will determine a dollar value using the dekatherm quantity and the Imbalance Index Price, as tiered for imbalance level.

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28.3 Determination of Imbalance Index Prices (IIPs)

(a) The Imbalance Index Price shall be determined each month and shall be equal to the arithmetic average of the five average weekly prices at Panhandle, TX-Okla, as published in "Gas Daily." The five-week period is defined as beginning on the first Tuesday of the calendar month for which the IIP is being established and ending on the first or second Monday of the following month, whichever is applicable, to arrive at a five-week period.

Imbalance quantities will be dollar valued using the IIPs set forth above.

(b) If a price discovery is eliminated or redefined, or ceases to be published in "Gas Daily," WTG Hugoton will notify shippers via an Internet website posting. WTG Hugoton will make a tariff filing to change the IIP pricing methodology.

(c) WTG Hugoton will electronically post, on or before the 15th day of the following month, the IIPs, including the tiered values, to be used for the previous calendar month.

28.4 Tiering of IIPs

The IIP is tiered based upon the monthly imbalance level of the legal entity, in accordance with the following schedule:

| Imbalance Level* | Due WTG Hugoton | Due Shipper |
|----------------------------|-----------------|-------------|
| 0% - 3% | IIP * 1.00 | IIP * 1.00 |
| Greater than 3% up to 5% | IIP * 1.02 | IIP * 0.98 |
| Greater than 5% up to 10% | IIP * 1.10 | IIP * 0.90 |
| Greater than 10% up to 15% | IIP * 1.20 | IIP * 0.80 |
| Greater than 15% up to 20% | IIP * 1.30 | IIP * 0.70 |
| Greater than 20% | IIP * 1.40 | IIP * 0.60 |

* The imbalance level is determined by dividing the legal entity's monthly Volumetric Imbalance by its monthly deliveries.

The tier valuation factors listed above will be applied to the portion of the imbalance level which falls within each tier.

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28.5 Applicability of IIPs

(a) To determine the Dollar Valuation of a Shipper's Volumetric Imbalance, the following factors are applicable:

(i) For Volumetric Imbalances where the Shipper's monthly deliveries exceed the Shipper's monthly receipts (Shipper owes WTG Hugoton), the Dollar Valuation is calculated by multiplying the monthly Volumetric Imbalance by the "Due WTG Hugoton" IIP, as tiered for the Shipper's imbalance level.

(ii) For Volumetric Imbalances where the Shipper's monthly receipts exceed the Shipper's monthly deliveries (WTG Hugoton owes Shipper), the Dollar Valuation is calculated by multiplying the monthly Volumetric Imbalance by the "Due Shipper" IIP, as tiered for the Shipper's imbalance level.

(b) To the extent a Shipper has multiple Service Agreements with WTG Hugoton, the monthly Volumetric Imbalance for all Service Agreement(s) held by a single legal entity shall be accumulated and netted together prior to applying the tiered IIP and calculating the monthly Dollar Valuation.

(c) For Volumetric Imbalances created at WTG Hugoton's request for operational reasons, the Dollar Valuation is calculated by multiplying the IIP by the Volumetric Imbalance for the applicable month.

(d) For Volumetric Imbalances for Shippers due to prior period adjustments and measurement correction as set forth on Sheet No. xxx the Dollar Valuation is calculated by multiplying the IIP by the Volumetric Imbalance for the applicable month, as tiered for the Shipper's imbalance level.

No imbalance penalty will be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.

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28.6 Resolution of Imbalances

Each month, subject to mutual agreement by WTG Hugoton and Shipper on a not unduly discriminatory basis, WTG Hugoton and Shipper shall eliminate any Imbalance by using any combination of the two (2) resolution mechanisms set forth below. Imbalances will be posted on the 9th Business Day of the month. Shippers will have until the 12th Business Day of the month to access WTG Hugoton's website to elect which imbalance resolution mechanism(s) they will use and the volumes associated with each mechanism. Any volumes not designated to be resolved using trading (for which final notification is due to WTG Hugoton by the close of the 17th business day) will automatically be cashed out. Any residual imbalance volume remaining after trading will also be automatically cashed-out as further explained herein.

(a) Monthly Imbalance Trading. Each month, Shipper will have the opportunity to post and trade monthly imbalances with other eligible Shippers until the close of the 17th business day of the month. All imbalance trading activity shall be in accordance with Section 28.8 below.

(b) Monthly Cash-out/in. Each month, WTG Hugoton will either invoice the Shipper pursuant to Section 9 of these General Terms and Conditions or credit the Shipper the Dollar Valuation amount of the Shipper's monthly imbalance, determined in accordance with Section 28.5 above.

28.7 Imbalance Statements.

The imbalance statement shall be rendered prior to or with the monthly initial invoice. Rendered is defined as postmarked, time-stamped, or delivered to the designated site. Upon termination of the Service Agreement, any imbalances shall be cashed out/in within thirty (30) days from the date of termination.

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28.8 Imbalance Trading. Imbalance trading activity shall follow the steps outlined below. All imbalance trading will be on a dekatherm basis.

(a) By the ninth (9th) business day of the month following the month the imbalance occurred, WTG Hugoton will automatically post on its website Shipper's imbalances (netted by legal entity) by type of imbalance.

(b) A Shipper may negotiate with other Shippers, or Shipper's agent, to trade the existing imbalances. An agent is allowed to trade imbalances on behalf of more than one shipper at the same time. There is no requirement that imbalances for trading must be incurred on the same day.

(c) All Shippers will have until the close of the 17th business day of the month following the month the imbalance occurred to complete imbalance trading.

(d) Shippers must notify WTG Hugoton prior to the close of the 17th business day via fax or e-mail of the volumes traded and the trading partners (all Shippers in the trade must notify WTG Hugoton of the intent and the amount traded).

(e) Imbalance trades will be executed at no additional cost to the Shipper.

(f) After the close of the 17th business day of the month following the month the imbalance occurred, WTG Hugoton will calculate Shipper's final imbalance for the prior month's gas flow. Any remaining imbalances net of trading will be subject to the resolution mechanism outlined in Section 28.6 (b).

(g) Any discrepancies between trading Shippers' imbalance trade notifications to WTG Hugoton will result in the trade not being confirmed and the volume remaining as an imbalance to both Shippers which will be subject to Section 28.6 (b). However, an initiating Shipper may cure any defect in its imbalance trade notification so long as the Shipper does so prior to the receipt of the trade confirmation. Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by WTG Hugoton.

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29. REALLOCATION

29.1 No reallocations to the volumes received, transported, or delivered by WTG Hugoton shall be made unless the affected Shippers under the Service Agreements, the upstream operator, and WTG Hugoton agree in writing to the reallocation within three (3) months from written notice from WTG Hugoton of a proposed reallocation. The parties shall negotiate in good faith to reach such an agreement. WTG Hugoton must receive written notice of a proposed reallocation within six (6) months of the initial month end allocation or no reallocations will be made.

29.2 This provision 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 provision.

30. UNAUTHORIZED GAS

30.1 "Unauthorized Gas" shall mean any volumes delivered to WTG Hugoton from any receipt points which have not been nominated in any amount by any Shipper for that month and which have not been scheduled by WTG Hugoton. Shipper may claim the unauthorized gas, provided that claim therefor shall have been made within six (6) months from the date such unauthorized gas entered WTG Hugoton's system.

30.2 When the gas is claimed by a Shipper to whom such gas is to be delivered, the Unauthorized Gas shall become an imbalance on an existing FT or IT Service Agreement. Shipper shall be charged the Imbalance Index Price on all unauthorized quantities without application of the tolerance level and the out-of-balance transportation rate for redelivery.

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30.3 To claim Unauthorized Gas, the owner must submit written notice to WTG Hugoton with verification of ownership.

30.4 WTG Hugoton will maintain a log for review by the public showing the imbalance volume, dollar value and Shipper. Such log will be copied and mailed to anyone willing to pay copying and postage fees.

31. ANNUAL RATE ADJUSTMENT TO RECOVER FEDERAL ENERGY REGULATORY COMMISSION EXPENSES (ACA)

31.1 Purpose. This Section 31 describes the procedures by which WTG Hugoton may revise its rates annually pursuant to the provisions of 18 CFR 154.38(d)(6) of the Commission's Regulations to recover the annual charges assessed WTG Hugoton by the Commission pursuant to Part 382 of its Regulations. WTG Hugoton intends to recover these costs under these tariff provisions and not in a NGA Section 4 rate case.

31.2 Basis for the ACA Unit Charge. The Rate Schedules as set forth on the applicable Rate Sheets shall include an increment for the Annual Charge Adjustment ("A.C.A."). Such A.C.A. increment or unit charge shall be identical to that determined by the FERC and assessed against WTG Hugoton. Such charge will be revised if and to the extent the assessment against WTG Hugoton is revised.

31.3 Filing Procedure. WTG Hugoton shall file the revised A.C.A. unit charge at least thirty (30) days prior to the effective date (which FERC Order No. 472 indicates will normally be October 1) and effectuate such rate adjustment unless, for good cause shown, a different effective date is allowed by valid Commission Order.

32. CHANGE IN MDQ

The MDQ shall be specified in the Service Agreement. Shipper may increase the MDQ (or the Total Aggregate MDQ if under a FT Agreement) under the Service Agreement only if Shipper is allocated receipt and delivery point capacity.

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GENERAL TERMS AND CONDITIONS

33. PRESSURE

33.1 Shipper shall deliver gas or cause gas to be delivered to WTG Hugoton for transportation service on its transmission facilities at the Point(s) of Receipt at a pressure sufficient to allow the gas to enter WTG Hugoton's transmission facilities as such pressure shall vary from time to time not to exceed the maximum allowable operating pressure. WTG Hugoton shall have no obligation to provide compression or otherwise change its normal pipeline operations to enable Shipper to effectuate said deliveries to its transmission facilities. At each Point of Receipt and Point of Delivery, Shipper shall provide, or cause to be provided, equipment acceptable to WTG Hugoton which will prevent over pressuring of WTG Hugoton's pipeline. Unless otherwise mutually agreed to, delivery of natural gas transported by WTG Hugoton to Shipper on WTG Hugoton's transmission facilities shall be at such varying pressures as may exist under operating conditions in the pipeline of WTG Hugoton at the delivery point(s) between WTG Hugoton and Shipper and shall not be less than 50 pounds per square inch gauge pressure so far as practicable. The Shipper shall install, operate and maintain, at its own expense, such pressure-regulating devices as may be necessary to regulate the pressure of gas after delivery to Shipper.

33.2 WTG Hugoton shall have no obligation, beyond the normal range of operation associated with its certificated or contractual delivery obligations, to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery.

34. FARM TAPS

To the extent WTG Hugoton is transporting gas for a Shipper for delivery to farm taps (small volume sales measuring station taps or Right-of-Way Grantor taps), for administrative and billing purposes, WTG Hugoton may aggregate volumes at all such taps.

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35. DELIVERY AND RECEIPT POINTS

35.1 Point(s) of Delivery. The Point(s) of Delivery for all gas transported under a Rate Schedule shall be at a mutually agreeable interconnection between WTG Hugoton's facilities and the facilities of Shipper or Shipper's designee, and shall be specified on Appendix A to the Service Agreement.

35.2 Point(s) of Receipt. The Point(s) of Receipt for all gas transported under a Rate Schedule shall be at a mutually agreeable interconnection between WTG Hugoton's facilities and the facilities of Shipper or Shipper's designee, and shall be referred to as Primary Receipt Point(s) or Alternate Receipt Points for firm service agreements.

36. ESTIMATED FLOW

Upon request of WTG Hugoton, Shipper shall submit estimates of daily, monthly and annual quantities of gas to be transported, including peak day requirements.

37. QUALITY

37.1 All gas to be received from Shipper into the WTG Hugoton pipeline system shall conform to the following specifications:

(a) The gas shall be commercially free from objectionable odors, solid matter, dust, gums and gum-forming constituents, or any other substance which might interfere with the merchantability of the gas, or cause injury to or interference with proper operation of the lines, meters, regulators, or other appliances through which it flows.

(b) Oxygen - less than or equal to 0.1% by volume.

(c) Hydrogen sulfide - less than or equal to 1/4 grain/Ccf.

(d) Total Sulphur - less than or equal to 20 grains/Ccf.

(e) Carbon Dioxide - less than or equal to 2.0% by volume.

(f) Water - less than or equal to 6 pounds/MMcf.

(g) Heating Value - greater than or equal to 950 Btu/Cubic Foot.

(h) The temperature shall be less than or equal to 120 degrees Fahrenheit.

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37.2 If any gas received by WTG Hugoton shall fail at any time to conform to the specifications set forth above, WTG Hugoton may refuse to accept delivery pending correction by the other party. WTG Hugoton may, on a basis that is not unduly discriminatory, elect to accept gas which fails to meet specifications. To the extent WTG Hugoton agrees to treat gas on behalf of a Shipper in order to meet the above referenced gas quality specifications, WTG Hugoton may, on a basis that is not unduly discriminatory, condition receipt of the Shipper's gas on the Shipper's agreement to reimburse WTG Hugoton for any costs incurred by WTG Hugoton associated with such treating activities. Treating includes the extraction of any impurities or blending of the gas stream necessary to meet pipeline quality specifications.

37.3 Processing

Upon written notice to WTG Hugoton, a shipper shall have the option to retain the right to process gas tendered to WTG Hugoton, and to enter into a separate processing arrangement with a plant operator, provided however:

(a) WTG Hugoton shall have the unconditional right to commingle gas received from any Shipper or source for transportation under this Tariff with gas received from other Shippers or sources.

(b) WTG Hugoton's obligation under this Tariff shall be to deliver thermally equivalent volumes, less Fuel, from the Points of Receipt to the Points of Delivery under the terms and conditions of the applicable Rate Schedules of this Tariff. Each party tendering gas to WTG Hugoton shall recognize that gas delivered by WTG Hugoton has been commingled from various sources and will not be the same molecules, or contain the identical constituents, as the gas received by WTG Hugoton.

(c) No party tendering gas to WTG Hugoton shall have the right to any particular constituent in the gas tendered, including but not limited to, liquids and liquefiable hydrocarbons while such constituents are entrained in the gas stream. Under no circumstances shall WTG Hugoton be responsible for any plant products, liquids revenues, or any other consideration, as the case may be, attributable to processing of the gas tendered to WTG Hugoton unless WTG Hugoton is a party to the agreement with the plant operator.

(d) To the extent no party has elected to retain the right to process gas it tendered to WTG Hugoton, or a party elects to retain the right to process but has no agreement for processing at a processing plant, WTG Hugoton may have such gas (strangers' gas) processed by a processing plant for the purpose of removing any plant products. In such event, WTG Hugoton will credit revenues it receives from products that are extracted from the Shippers' gas by any processing plant with whom WTG Hugoton has an arrangement for such extraction.

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WTG Hugoton shall place all such revenues in a processing account and shall distribute the revenues as follows: First, if prior to the beginning of each month, a party notifies WTG Hugoton that it is claiming the right to process the volumes to be transported pursuant to a transportation service agreement that actually flow through the processing plant but for which the party does not have a processing arrangement with the processing plant, WTG Hugoton will allocate the revenue received from the processing plant first to all notifying parties on a pro rata GPM basis. The notification will be made to WTG Hugoton via the nomination process and will include an affidavit.

Second, the remainder of the revenues, after the revenues are allocated to the parties pursuant to the above paragraph, will be credited to the transportation commodity rates. WTG Hugoton will make a limited NGA Section 4 filing to reduce its transportation commodity rate for any accumulated revenues received from processing related to Strangers' gas when the annual total would result in a reduction of \$0.005 or more in the currently effective commodity rates.

Prior to any allocation of revenue received from the processing plant, WTG Hugoton will be reimbursed from such revenue each month an amount to cover the increased administrative costs associated with the allocation of the revenues.

In the event WTG Hugoton is held liable for any revenues which have been allocated and distributed to any party in addition to any other remedy it may have, WTG Hugoton shall have the right to reduce the amount of revenues to be distributed pursuant to the transportation commodity rate crediting methodology set forth above for future months by the amount paid by WTG Hugoton for such liability including attorneys' fee and court costs.

Upon WTG Hugoton's request, Shipper or its designee shall provide to WTG Hugoton the GPM content of the gas tendered to WTG Hugoton by Shipper or its designee at the Points of Receipt under Shipper's Service Agreement or information which WTG Hugoton deems sufficient to calculate the theoretical GPM content of such gas for allocation purposes. WTG Hugoton shall have the right to use reasonable means to ensure the accuracy of the information provided by Shipper or its designee.

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38. WARRANTY

In the event WTG Hugoton does not have title to the gas being transported, Shipper warrants that Shipper at the time of delivery of gas to WTG Hugoton will have good title to all such gas pursuant to contractual arrangements entered into prior to commencement of service, and that it will deliver, or cause to be delivered, such gas free from all liens, encumbrances and claims whatsoever; provided, however, that pursuant to Section 37 of these General Terms and Conditions, Shipper or its designee may elect to retain the right to process such gas for the removal of liquids and liquefiable hydrocarbons, but in such instances Shipper warrants that it or its designee has good right to do so pursuant to contractual arrangements entered into prior to commencement of service. Shipper will indemnify WTG Hugoton and save it harmless from all suits, actions, debts, liabilities, accounts, damages, costs, losses, and expenses (including attorneys' fees and court costs) arising out of the adverse claim of any person or persons claiming ownership of any interest in the gas or for any taxes, licenses, royalties, fees, or charges which are applicable prior to the time of delivery of such gas to WTG Hugoton. In the event any adverse claim of any character whatsoever is asserted with respect to any of said gas, WTG Hugoton shall have the right to suspend service under the Service Agreement until such time as Shipper's title or right to deliver is free from question.

39. CREDITWORTHINESS

39.1 Prior to execution of a Service Agreement, providing for service under any Rate Schedule, a Shipper or a prospective shipper (hereinafter in this section jointly referred to as "Shipper") shall be required to establish creditworthiness with WTG Hugoton. WTG Hugoton shall not be required to: (a) execute a Service Agreement providing for service under the applicable Rate Schedule on behalf of any Shipper who fails to meet WTG Hugoton's standards for creditworthiness; or (b) initiate service to a Shipper who fails to meet WTG Hugoton's standards for creditworthiness; or (c) continue transportation service on behalf of any Shipper who is or has become insolvent or who, at WTG Hugoton's request, fails within a reasonable period to demonstrate creditworthiness.

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39.2 For purposes herein, the determination of Shipper's creditworthiness shall be based upon the level of service requested by Shipper, Shipper's estimated financial strength as defined by Dun & Bradstreet, and a composite credit appraisal of at least "3," also as defined by Dun & Bradstreet. If Shipper is not rated by Dun & Bradstreet, determination of a Shipper's creditworthiness shall be based upon a credit rating, as evaluated by WTG Hugoton, based upon the level of service requested by Shipper and financial analysis criteria and ratios which are generally acceptable in the natural gas industry. If WTG Hugoton determines that Shipper does not have an acceptable rating as set forth above, Shipper may, at its own expense, obtain a private rating from Standard & Poor's, Moody's, Fitch, Dominion or CBRS, or, as an alternative, request that an independent certified public accountant, mutually acceptable to Shipper and WTG Hugoton, prepare an equivalent evaluation based on the financial analysis criteria and ratios which are generally acceptable in the natural gas industry. In addition, to establish creditworthiness Shipper must confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper that is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Act, but only with adequate assurance satisfactory to WTG Hugoton that the billing will be paid promptly as a cost of administration under the Federal Court's jurisdiction. WTG Hugoton's creditworthiness provisions shall not supersede applicable bankruptcy laws. WTG Hugoton will provide Shipper written notice of the reasons it has been deemed non-creditworthy.

39.3 If a Shipper otherwise fails to establish or maintain creditworthiness as provided herein, Shipper may still receive service under the applicable Rate Schedule provided it furnishes and maintains for the term of:

(a) any Firm Service Agreement:

(i) a written guarantee in a form satisfactory to WTG Hugoton from a third party which is creditworthy as determined above;

(ii) an irrevocable standby letter of credit in an amount not to exceed a rolling 3 months of reservation charges under the contract plus an amount equal to the highest monthly imbalance value owed by shipper during the previous 12 months;

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(iii) a pre-payment in the amount not to exceed a rolling 3 months of reservation charges under the contract plus an amount equal to the highest monthly imbalance value owed by the shipper during the previous 12 months; or

(iv) other security acceptable to WTG Hugoton.

In the event WTG Hugoton constructs new lateral facilities to accommodate a Shipper, WTG Hugoton may require Security in an amount up to the Shipper's proportionate share in the cost of the facilities. In the event a Shipper defaults and its service is terminated, WTG Hugoton shall mitigate damages from the default and reduce the Security retained from the defaulting Shipper through methods such as netting the difference between the highest net present value of any replacement contract entered into for the terminated capacity and the net present value of the remaining term of the defaulting Shipper's contract at the time of termination; or

(b) any Interruptible Service Agreement:

(i) a written guarantee in a form satisfactory to WTG Hugoton from a third party which is creditworthy as determined above;

(ii) an irrevocable standby letter of credit in an amount not to exceed 3 months of estimated service charges, including the value of gas related to gas loaned under deferred delivery rate schedules, plus an amount equal to the highest monthly imbalance value owed by the shipper during the previous 12 months;

(iii) a pre-payment in an amount not to exceed 3 months of estimated service charges, including the value of gas related to gas loaned under deferred delivery rate schedules; plus an amount equal to the highest monthly imbalance value owed by the shipper during the previous 12 months; or

(iv) other security acceptable to WTG Hugoton.

Security, as set forth in (a) and (b) above, is hereinafter referred to as "Security."

For purposes of pre-payments under either (a) (iii) or (b) (iii) above, Shipper may deposit its prepayment funds into an interest-bearing escrow account established by the Shipper granting WTG Hugoton access to the account for payment of the services provided.

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For purposes of "Security" under this Section 39, the value of gas shall be based on the Imbalance Index Price.

39.4 To permit WTG Hugoton to conduct a creditworthiness review, a Shipper shall, upon request by WTG Hugoton, render to WTG Hugoton: (i) a completed credit application, and (ii) complete financial statements prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent principles. Upon requesting transportation service, a Shipper must submit to WTG Hugoton a completed credit application unless it has previously submitted such to WTG Hugoton within the last twelve (12) months. If a Shipper elects to provide an irrevocable standby letter of credit or pre-payment, the completed credit application, and financial statement requirement is waived by WTG Hugoton.

39.5 WTG Hugoton shall have the right to review a Shipper's creditworthiness on an ongoing basis and Shipper shall provide, upon WTG Hugoton's request, updated financial statements periodically in order to determine the continuing creditworthiness of a Shipper. Shipper shall have at least 3 business days to respond to WTG Hugoton's request for financial statements. Upon review of the Shipper's financial statements, WTG Hugoton shall determine if the Shipper is creditworthy. If the Shipper is determined to be non-creditworthy, WTG Hugoton may require Security as set forth herein. Shipper shall have at least 5 business days from WTG Hugoton's written request to pay WTG Hugoton for one month of service in advance. Shipper shall have at least 30 days to provide the next three (3) months of Security to continue service. If the Shipper fails to provide the required Security within these time periods, WTG Hugoton may suspend service immediately. In addition, WTG Hugoton will provide at least 30 days written notice to Shipper and the Commission that it will terminate service if the Shipper fails to provide the required Security.

39.6 Shipper shall have the right to request that its credit status be reevaluated by WTG Hugoton at any time. If the Security requirements are terminated and the Shipper previously had provided WTG Hugoton a pre-payment, the Shipper may elect either a refund or an invoice credit of its prepayment.

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39.7 WTG Hugoton may determine that a Shipper is no longer creditworthy if, in the reasonable opinion of WTG Hugoton, a Shipper (or its guarantor) suffers a material adverse change (i.e., default on indebtedness, restatement of financials, non-payment) in its financial condition such that Shipper's ability to perform its obligations to WTG Hugoton is materially impaired. If Shipper is no longer creditworthy, WTG Hugoton may require financial statements and, when applicable, Security as set forth herein. Shipper shall have the right to demonstrate that the material adverse change has been remedied and request that WTG Hugoton reevaluate the Shipper's creditworthiness to determine whether the Security requirements can be terminated.

39.8 If Shipper is unable to maintain creditworthiness and has not provided Security, any executed service agreement(s) may be terminated or suspended as set forth herein. Shipper is not responsible for reservation charges while service is suspended. If the contract is terminated, WTG Hugoton shall net and/or setoff, as allowed by law, all positions (i.e., transportation, imbalances, rate refunds, etc.) prior to settling outstanding account balances with the Shipper. WTG Hugoton shall have the right to assert any liens or other interests, consistent with applicable law, against any gas remaining on its system.

40. CAPACITY RELEASE

40.1 Release Options. Any eligible Shipper, excluding certificated 7(c) Shippers, if any, may release firm capacity under one of the following options, as applicable:

(a) Level I. Permanent Release of Firm Capacity. Capacity will be permanently released for the remaining term of the contract. All contract terms and points remain the same.

(b) Level II. Temporary Release of Firm Capacity With No Recall.

(c) Level III. Temporary Release of Firm Capacity with Recall. The released capacity is subject to recall based on limitations as stated in the Term Sheet by each Releasing Shipper. The nomination procedure must be adhered to.

(d) Levels II and III. Releases for One Calendar Month or Less. Such releases are exempt from the advance posting and bidding requirements. However, such releases are not eligible for: (1) Extension or rollover without first complying with the advance posting and bidding requirements, or, (2) Re-release without posting to the same shipper until twenty-eight (28) days after the first release period has concluded.

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Except as provided below for prearranged releases for one year or more at maximum rates, releases for more than one calendar month must comply with the advance posting and bidding requirements.

The releasing Shipper may designate a prearranged release. A Shipper with a prearranged release for one year or more at maximum rates is exempt from the advance posting and bidding requirements. However, such Shipper must provide the terms of the release to WTG Hugoton for informational posting.

Offers to release and bids, including pre-arranged releases, shall be posted upon receipt. A releasing shipper may request a later posting time for posting of such offer, and WTG Hugoton will support such request insofar as it comports with the standard time line in Section 40.4. The acquiring shipper under a pre-arranged release must initiate confirmation of the release electronically.

40.2 Offers to Release

(a) A Shipper desiring to release firm capacity, must post on WTG Hugoton's website an offer to release capacity on a Term Sheet no more than twelve (12) months prior to the proposed date of the release unless the prearranged release is negotiated with a project-financed facility to facilitate its financing. An open bidding process will take place. The open bidding will take place for a period of time as specified in Section 40.4. Offers to release firm capacity and bids for released capacity must be complete before being posted.

(b) A Term Sheet is valid only if completed in its entirety, as detailed below. The Term Sheet must include the quantity, term, minimum price, recall provisions, best offer standards and any other applicable terms. Any best offer standard designated by the releasing Shipper must be objective, non-discriminatory and applicable to all potential acquiring Shippers. Releasing Shippers have the right to allow contingent bids, provided the provisions for such contingent bid(s) are provided in the Term Sheet. Offers for released capacity must contain the maximum firm usage charge. Rates specified by the releasing Shipper must include the reservation fee and all demand surcharges, as a total number or as stated separately. Releasing Shipper may specify dollars and cents or percentages of the maximum tariff rate in the denomination of bids. A Shipper releasing capacity temporarily must state in the Term Sheet if the acquiring Shipper will be permitted to amend the primary receipt and/or delivery points. All requested releases will be validated by WTG Hugoton prior to execution of the agreement. WTG Hugoton will post capacity wanted notices on the website for prospective Shippers.

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40.3 Revocation of Offer to Release. Offers to release firm capacity shall be binding until written or electronic notice of withdrawal is received by WTG Hugoton. The releasing Shipper may not revoke its posted release after the bid period ends. The releasing Shipper has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.

40.4 Capacity Release Timeline

For biddable releases (less than 1 year):

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

For biddable releases (1 year or more):

- offers should be tendered by 12:00 P.M. four Business Days before award;
- open season ends no later than 1:00 P.M. on the Business Day before timely nominations are due (open season is three Business Days);
- evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends and award posting if no match required at 2:00 P.M.;

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- match or award is communicated by 2:00 P.M.;
- match response by 2:30 P.M.
- where match required, award posting by 3:00 P.M.
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time)

For non-biddable releases:

Timely Cycle

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

Evening Cycle

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

Intraday 1 Cycle

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

Intraday 2 Cycle

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

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40.5 Bids

(a) During the open season, a Shipper desiring to bid on released capacity must use WTG Hugoton's website to post all valid bids, listing all pertinent terms and conditions of the valid bids. Valid bids shall be partially executed Service Agreements. Any acquiring Shipper must meet WTG Hugoton's creditworthiness requirements pursuant to Section 40 of the GENERAL TERMS AND CONDITIONS of this Tariff.

(b) Bids for released capacity shall be binding until written or electronic notice of withdrawal is received by WTG Hugoton. A bidder may not withdraw a bid for the released capacity after the bid period ends. Once a bidder has withdrawn its bid, the bidder may only submit a new bid for that released capacity at a higher rate.

(c) WTG Hugoton shall allocate available capacity to the best bid first and continue allocating until all offered capacity is awarded. Unless the releasing Shipper has specified otherwise, in the event equivalent bids are submitted, the capacity will be made available on a pro rata basis to the equal bidders. Should any one of the equal bidders veto the pro rata allocation of the capacity, WTG Hugoton will conduct a lottery to select the winning bidder, who will then be allocated its requested capacity. The remainder will be available to the other bidder(s) on a pro rata basis, which may again trigger the veto/lottery selection process. The price cap for capacity release transactions shall be the maximum tariff rates, except for capacity release transactions of less than one year unless modified by FERC policy or regulation.

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(d) A new service agreement(s) and contract number(s) will be issued for temporary released capacity. Permanently acquired capacity may be added to existing agreements.

40.6 Determination and Posting of Best Offer; Awarding Capacity

(a) At the close of the open season WTG Hugoton will evaluate the bids and will determine which bid constitutes the best bid by determining the highest economic unit value unless the releasing Shipper has provided WTG Hugoton an alternative best bid evaluation methodology. The releasing Shipper may designate one of the following options to determine the best bid: 1) highest rate; 2) net revenue and 3) present value. Other choices of bid evaluation methodology may be selected by the releasing shipper at the discretion of WTG Hugoton. WTG Hugoton will utilize a calculation based on rate, term and quantity to determine the highest economic unit value, utilizing the FERC interest rate. The comparative economic unit value of each bid will be determined by calculating the Net Present Value (NPV) of each bid over the term of the bid, and then dividing by the quantity of the respective bid. The NPV calculation shall include only revenue generated by the reservation rate or a guaranteed throughput volume. In those cases where one or more bidders is willing to pay the maximum recourse reservation rate, the NPV used in such cases is capped at, and may not exceed, the NPV equal to the maximum reservation rate available to recourse shippers.

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(b) The above capacity release timelines, as set forth in this Section 40, are applicable to all parties; 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, (2) there are no special terms or conditions of the release, and (3) one of the above listed best bid evaluation methodologies is selected. In the event the above conditions are not met, the transaction will be processed within three (3) business days or as soon as reasonably practicable, whichever is sooner.

40.7 Posting of Completed Release Transactions

Releases will remain posted for seven (7) days for informational purposes only, as follows:

(a) All releases at maximum rate(s), Level I permanent releases and Level II and III prearranged releases: the name of the Releasing Shipper, name of the Acquiring Shipper, price, quantity and term.

(b) All other releases: the name of the Releasing Shipper, name of the Acquiring Shipper, the term, price, quantity, primary receipt and delivery point(s), whether subject to recall, whether the Acquiring Shipper is an affiliate of WTG Hugoton or the Releasing Shipper, if known, and Releasing Shipper's best offer standard, if any.

40.8 Re-release. Re-releases will be allowed on the same terms and basis as the primary release (except as prohibited by the regulations).

40.9 Liability of Releasing Shipper on a Temporary Release. For all temporary capacity releases, the Releasing Shipper will remain liable for the demand- related terms and conditions of the contract. Any other outstanding payments, imbalances or other liabilities accrued by the Acquiring Shipper will be the responsibility of the Acquiring shipper.

40.10 Rates

(a) Usage Charge. Offers for released capacity must contain the maximum firm usage charge, regardless of whether primary or alternate firm receipt and delivery points are utilized, unless WTG Hugoton and the Acquiring Shipper agree to a discount.

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(b) Demand Credit. Unless WTG Hugoton and the Releasing Shipper have agreed to a different credit, the Releasing Shipper will receive a demand charge credit equal to the amount of reservation charges received from the Acquiring Shipper less any marketing fee if applicable. Such credit will be on the invoice for the month of the release.

(c) Marketing Fee. A negotiated marketing fee will be applicable when the Releasing or Acquiring Shipper agrees in advance to engage WTG Hugoton's services and pay the fee.

(d) Maximum One-Part Rate. The maximum one-part rate that may be charged to an Acquiring Shipper cannot produce daily revenue that exceeds the revenue that would have been produced by use of WTG Hugoton's maximum demand and usage charges on a daily basis except for capacity release transactions of less than one year.

(e) Maximum Two-Part Rate. The maximum two-part rate that a Releasing Shipper may charge cannot exceed WTG Hugoton's maximum demand and usage charges except for capacity release transactions of less than one year.

40.11 Billing. For FT capacity, WTG Hugoton shall directly bill the Acquiring Shipper the agreed to rate for the released capacity, as well as any applicable usage charges and penalties plus a marketing fee, if applicable. The Releasing Shipper will be billed at the contractual transportation rates, plus a marketing fee, if applicable. The Releasing Shipper will be credited in the same billing month with all demand-related revenues received from the Acquiring Shipper. Any amounts credited shall be limited to demand-related revenues received from the Acquiring Shipper.

40.12 Termination of Contract

(a) For Non-Payment. If the Acquiring Shipper does not make full payment of all amounts billed to it by WTG Hugoton within ten (10) days of the date of invoice, WTG Hugoton shall notify the Acquiring Shipper in writing, and copy the Releasing Shipper, advising that if default continues for a thirty (30) day period from such invoice date, the Service Agreement may be terminated; provided, however, Acquiring Shipper may avoid termination by providing WTG Hugoton with good and sufficient indemnity bond. If Acquiring Shipper fails to remedy non-payment within such thirty (30) day period, the Service Agreement between WTG Hugoton and the Acquiring Shipper may be terminated, and the Releasing Shipper shall immediately be able to again release such capacity.

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(b) Due to Lack of Creditworthiness. WTG Hugoton may elect to terminate an Acquiring Shipper's service agreement upon 30 days written notice of such termination to an Acquiring Shipper, under the following conditions:

(i) The Releasing Shipper has failed to maintain creditworthiness and its contract has been terminated in accordance with Section 41 of the GENERAL TERMS AND CONDITIONS of this Tariff; and

(ii) The Acquiring Shipper does not agree to pay the lower of (A) the Releasing Shipper's contract rate, or (B) the maximum tariff rate for the service for the remainder of the Acquiring Shipper's contract.

(iii) WTG Hugoton shall notify the Releasing and Acquiring Shipper simultaneously upon determining that the Acquiring Shipper is not creditworthy.

40.13 Recall of Released Capacity

(a) Subject to the terms of the release, the Releasing Shipper may recall released capacity as provided below. Recalls of capacity release transactions shall be subject to Elapsed Prorata Capacity (EPC). EPC means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity. Reputting by the Releasing Shipper shall be as agreed upon by the Acquiring Shipper and the Releasing Shipper. The deadline for notifying WTG Hugoton of a reput is 8:00 a.m. to allow for timely nominations to flow for the next Gas Day.

(b) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity at each of the NAESB Nomination grid cycles by providing notice to WTG Hugoton by the following times for each cycle:

(i) Timely Recall Notification:

(A) A Releasing Shipper recalling capacity should provide notice to WTG Hugoton and the first Replacement Shipper of such recall no later than 8:00 a.m. on the day that Timely Nominations are due;

(B) WTG Hugoton should provide notification to all affected Replacement Shippers of such recall no later than 9:00 a.m. on the day that Timely Nominations are due (CCT);

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(ii) Early Evening Recall Notification:

(A) A Releasing Shipper recalling capacity should provide notice to WTG Hugoton and the first Replacement Shipper of such recall no later than 3:00 p.m. on the day that Evening Nominations are due (CCT);

(B) WTG Hugoton should provide notification to all affected Replacement Shippers of such recall no later than 4:00 p.m. on the day that Evening Nominations are due (CCT);

(iii) Evening Recall Notification:

(A) A Releasing Shipper recalling capacity should provide notice to WTG Hugoton and the first Replacement Shipper of such recall no later than 5:00 p.m. on the day that Evening Nominations are due (CCT);

(B) WTG Hugoton should provide notification to all affected Replacement Shippers of such recall no later than 6:00 p.m. on the day that Evening Nominations are due (CCT);

(iv) Intraday 1 Recall Notification:

(A) A Releasing Shipper recalling capacity should provide notice to WTG Hugoton and the first Replacement Shipper of such recall no later than 7:00 a.m. on the day that Intraday 1 Nominations are due (CCT);

(B) WTG Hugoton should provide notification to all affected Replacement Shippers of such recall no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (CCT); and

(v) Intraday 2 Recall Notification:

(A) A Releasing Shipper recalling capacity should provide notice to WTG Hugoton and the first Replacement Shipper of such recall no later than 2:30 p.m. on the day that Intraday 2 Nominations are due (CCT);

(B) WTG Hugoton should provide notification to all affected Replacement Shippers of such recall no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (CCT).

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(c) For recall notification provided to WTG Hugoton prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., WTG Hugoton should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

(d) For recall notification provided to WTG Hugoton after 5:00 p.m. and prior to 7:00 a.m., WTG Hugoton should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification (CCT).

(e) When a Releasing Shipper with recall rights desires to recall its capacity during an Intra-Day cycle, WTG Hugoton's capacity release system will indicate to such Shipper the capacity available for recall based upon the EPC. Therefore, the Releasing Shipper's recall notification to WTG Hugoton would reflect the adjusted total released capacity entitlement.

(f) WTG Hugoton shall not be obligated to deliver in excess of the total daily contract quantity of the release.

(g) The amount of capacity allocated to the Replacement Shipper(s) should equal the original released capacity less the recalled capacity that is adjusted based upon the EPC.

(h) When capacity is recalled, it may not be reput for the same Gas Day.

41. RIGHT OF FIRST REFUSAL

41.1 A Shipper may exercise a right of first refusal to continue receiving service at the end of the term of any agreement, including any term extended pursuant to any contractual rollover or evergreen provision, provided that Shipper is receiving service at the maximum rate for a term of twelve consecutive months or longer (or for one year or longer where service is not available for twelve consecutive months).

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41.2 To exercise such right of first refusal, Shipper must agree to match the rate or rates, up to the maximum rate or rates then applicable, and the agreement term, up to a term of five years, to which a competing prospective Shipper is willing to agree with WTG Hugoton for all or any portion of the transportation rights then held by Shipper; provided, however, that nothing herein shall obligate WTG Hugoton to render service to Shipper or to any competing prospective Shipper if such persons do not agree to pay WTG Hugoton's maximum rates then applicable. If the highest bid submitted by a competing prospective Shipper is a Negotiated Rate that meets or exceeds the lowest rate WTG Hugoton is willing to accept for such service, the existing Shipper may retain its capacity by matching the bid on either a Negotiated Rate basis or a Recourse Rate basis as provided in Section 46 of the General Terms and Conditions. To exercise its right of first refusal, Shipper must agree to all other terms and conditions of service to which the competing prospective Shipper is prepared to agree, or to such other terms and conditions as may be acceptable to WTG Hugoton.

41.3 If a Shipper chooses to exercise a right of first refusal for only a portion of its capacity, or chooses to extend the primary term of its agreement pursuant to a contractual rollover or evergreen provision for only a portion of its capacity, Shipper's MDQ, aggregate receipt volume entitlements and aggregate delivery volume entitlements all must be retained by the same percentage.

41.4 If an existing Shipper chooses not to match the economic value of the best bid(s) as determined by WTG Hugoton, capacity will be awarded to the selected bidder(s), and the existing Shipper's right of first refusal will expire.

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41.5 If no creditworthy bids are submitted for any portion of the capacity, an existing Shipper will be entitled to continue its existing service for any portion of the capacity, for any term desired, provided WTG Hugoton and Shipper agree to mutually acceptable rates for the service at a level within the posted maximum and minimum tariff rates for the applicable service or at a mutually acceptable Negotiated Rate for the applicable service. If WTG Hugoton and Shipper fail to agree on rates within thirty (30) days of the bid close date, Shipper's right of first refusal will be deemed to have terminated.

42. FUEL RETENTION ADJUSTMENT PROVISION

42.1 General. This section of the General Terms and Conditions sets forth the procedures to reflect changes in WTG Hugoton's Fuel Retention Percentages (FRP's) applicable to transportation service provided under Rate Schedules FT and IT.

42.2 Conditions

(a) The FRP's set forth on Sheet No. 5 of WTG Hugoton(s) FERC Gas Tariff may be increased to reflect a net positive change in FRP's and shall be decreased to reflect a net negative change in FRP's.

(b) WTG Hugoton shall file with the Federal Energy Regulatory Commission to reflect net changes in FRP's at least 30 days prior to each August 1 which is the beginning date for the Annual Period.

42.3 Definitions

(a) Annual Period - The annual period beginning each August 1.

(b) Actual Gas Required for Operations (GRO) - Actual gas used in WTG Hugoton's operations including all gas otherwise used, lost or unaccounted for. Such actual gas used shall include prior period adjustments, positive or negative, in accordance with Section 42.7 below. Actual GRO quantities shall be recorded separately for fuel zone as defined on Sheet No. 5.

(c) Estimated GRO - Actual GRO quantities for the latest twelve month period for services other than the services provided under Rate Schedules FT and IT, adjusted, where necessary, for known variations from actual experience. Estimated GRO will be determined separately for each fuel zone as defined on Sheet No. 5.

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(d) Estimated Volumes - Actual annual volume determinants attributable to services to which WTG Hugoton allocates or assigns GRO quantities for the latest twelve month period, adjusted, where necessary, for known variations from actual experience. Estimated Volumes will be determined separately for each fuel zone as defined on Sheet No. 5.

(e) Deferral Period - The period of 12 months ending 2 months prior to the effective date of a change in rates filed pursuant to this Section 42.

42.4 Determination of the Current FRP's

WTG Hugoton shall determine the Current FRP's for each Annual Period by the following procedures. Separate calculations shall be made for each fuel zone as defined on Sheet No. 5.:

(a) The Estimated GRO quantities shall be summed with the balance accumulated at the end of the Deferral Period in the Deferred GRO Account as determined in accordance with Section 42.5(d). Such resulting quantity shall be allocated to or assigned among services in accordance with the allocation methods and principles in effect on WTG Hugoton's system.

(b) The quantities determined in Section 42.4(a) above will be divided by the Estimated Volume determinants, as defined in Section 42.3(d). The product of this calculation will determine the Current FRPs for each fuel zone.

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42.5 Deferred GRO Account

WTG Hugoton shall maintain the Deferred GRO Account for each Deferral Period in accordance with the following procedures. Separate Deferred GRO Accounts shall be maintained for each fuel zone as defined on Sheet No. 5.

(a) WTG Hugoton shall determine each month the Actual GRO quantities attributable to each fuel zone.

(b) WTG Hugoton shall determine each month the actual recovery of GRO quantities by multiplying, as applicable, WTG Hugoton's FRP's by the actual volume determinants for each fuel zone.

(c) Each month, WTG Hugoton shall determine the difference, positive or negative, between the quantities computed in Section 42.5(a) and 42.5(b) and multiply such difference by the currently applicable GRO Index as defined in Section 42.6 herein. The resulting product shall be recorded each month in a subaccount of Account No. 186 of the Uniform System of Accounts which WTG Hugoton shall designate as a Deferred GRO Account. Interest shall be computed on the balance in WTG Hugoton's Deferred GRO Account, positive or negative, based on the method prescribed in Section 154.403(7) of the Commission's Regulations.

(d) WTG Hugoton shall incorporate the applicable Deferred GRO Account balances into each annual FRP filing by dividing (i) the current balance in the Deferred GRO Account by (ii) the weighted average value of the GRO Index for the Deferral Period.

42.6 GRO Index

For any month, the GRO Index shall be equal to the Imbalance Index Price, calculated as set forth in Section 28.3 of the General Terms and Conditions.

42.7 Prior Period Adjustments

Except as provided below, prior period adjustments included in the Actual GRO quantities shall be limited to prior period adjustments that relate to the twenty-four month period immediately prior to the beginning of the Deferral Period. The twenty-four month limitation on prior period adjustments shall apply to adjustments in favor of Shippers and those in favor of WTG Hugoton; provided that the twenty-four month limitation associated with adjustments in favor of Shipper shall not apply to adjustments resulting from WTG Hugoton's negligence or willful misconduct.

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43. DISCOUNTING

From time to time Shipper and WTG Hugoton may agree in writing on a level of discount of the otherwise applicable rates and charges in addition to a basic discount from the stated maximum rates. For example, WTG Hugoton may provide a specific discounted rate:

- (a) to certain specified quantities under the Service Agreement;
- (b) if specified quantity levels are actually achieved or with respect to quantities below a specified level;
- (c) to production reserves committed by the Shipper;
- (d) during specified time periods;
- (e) to points of receipt, points of delivery, supply areas, transportation paths or defined geographical areas;
- (f) in a specified relationship to the quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to quantities actually transported);

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

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(h) based on a formula including, but not limited to, published index prices for specific receipt or delivery points or other agreed-upon pricing reference points for price determination. Any service agreement containing such a discount will identify what rate component (i.e. reservation charge or usage charge or both) is discounted and any formula will produce a reservation rate per unit of contract demand;

(i) that provides for increasing (or decreasing) a discounted rate for service under one rate schedule to make up for a decrease (or increase) in the maximum rate for a separate service provided under another rate schedule.

In all circumstances the discounted rate shall be between the maximum rate and the minimum rate applicable to the service provided.

44. SEGMENTATION OF CAPACITY AND POOLING

44.1 Segmentation may be accomplished by submitting a written request in accordance with Section 22, "Requests for Service" and Section 23, "Information Required for a Valid Request" of the GENERAL TERMS AND CONDITIONS of this tariff.

(a) A Segmentation Pooling Point shall be established in each of WTG Hugoton's fuel zones, as specified on Sheet No. 5. A Shipper's segmented entitlement will be separated into two separate service agreements, one for the Access Segment and another for the Delivery Segment.

(b) Access Segment: The "Access Segment" shall be from the Shipper's Primary Receipt Point, excluding non-physical pooling points, to the applicable Segmentation Pooling Point. The Access Segment MDQ shall be limited to the available MDQ in the Shipper's service agreement. The Access Segment shall use the applicable Segmentation Pooling Point as its delivery point. Volumes delivered to the Segmentation Pooling Point shall not be subject to otherwise applicable usage rates, but shall be subject to fuel charges.

(c) Delivery Segment: The 'Delivery Segment' shall be from the Segmentation Pooling Point to the Shipper's Primary Delivery Point. The Delivery Segment shall be limited to the available MDQ in the Shipper's Service Agreement, and shall be subject to all applicable transportation rates and charges provided thereunder. The Delivery Segment shall use the applicable Segmentation Pooling Point as its receipt point.

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44.2 Pooling. Subject to the limitations set forth below, a Shipper utilizing transportation service under Rate Schedule FT or IT may designate a pooling point as a Receipt Point under its transportation service agreement.

(a) Pooling is (1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point and/or (2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points. Six (6) pooling points have been established by WTG Hugoton to correspond with each zone of the fuel rate matrix as provided on Sheet No. 5 of its FERC Gas Tariff. Each Shipper, if so desired, will be permitted to pool receipt point volumes to the applicable pool assigned to the respective receipt points within the fuel matrix. Pooling will be accomplished through the nomination process.

The following pooling points have been established:

1. Finney to Hugoton LP
2. West of Hugoton LP
3. Hugoton to Sublette LP
4. Finney to Hugoton HP
5. West of Hugoton HP
6. Hugoton to Sublette HP

Each pooling point is an individual pooling area with each pooling area containing one paper pooling point which can serve as a pool for all of the receipt points located within the pooling area.

(b) Shippers may nominate receipt point volumes applicable to each pooling point from such receipt points to such pooling point on a daily basis, but such volumes will not be subject to fuel or transportation charges. All volumes nominated to a pooling point must also be nominated from the pooling point to a delivery point, or to another pooling party, on a daily basis. Imbalances are not permitted within a pooling point, therefore, deliveries from a pool to a delivery point, or to another pooling party, may not exceed the volume nominated into the pool. Likewise, nominations from a receipt point to a pooling point may not exceed the corresponding nomination(s) from the pooling point to a delivery point, or to another pooling party. It shall be the responsibility of the Shipper to assure that the total nominations of gas to be received at the pooling point(s) are in balance with the total quantities of gas such Shipper causes to be received into WTG Hugoton's system, adjusted for Fuel. WTG Hugoton will adjust Shipper's nominations, if necessary, to ensure that Shipper's nominations into and out of each pool are in balance on a daily basis. Nominations may be made within the pooling point from one Shipper to another Shipper without incurring fuel or transportation charges.

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GENERAL TERMS AND CONDITIONS

45. CREDITING MECHANISMS

45.1 Penalty Crediting Mechanism. WTG Hugoton will record all penalty revenues collected pursuant to Sections 19, 27, or 28 of the General Terms and Conditions, and all reasonable, incremental out-of-pocket costs incurred to handle imbalances caused by shipper conduct that results in such imbalances, in separate accounts. On a monthly basis, WTG Hugoton will net such penalty revenues, along with interest calculated pursuant to the regulations of the Commission, against such reasonable, incremental out-of-pocket costs. Shippers under Rate Schedules FT and IT that did not incur penalties during the applicable month pursuant to Sections 19.7, 27.1, and 28.7 of the General Terms and Conditions ("Non-Offending Shippers") shall be entitled to a credit determined under the following procedure:

- (i) Each Non-Offending Shipper's credit shall be the sum of (a) 0.5 times the ratio of the actual revenues billed for services to the Non-Offending Shipper during the month to the actual revenues billed for services to all Non-Offending Shippers, and (b) 0.5 times the ratio of the MDQ of the Non-Offending Shipper for the month to the total MDQ of all Non-Offending Shippers. Each such Shipper's cumulative annual credit, if any, shall be reflected as a credit to the billing statement(s) due to such Shipper on the ninth (9th) business Day of the next Month. If no such billing statement is due to any Non-Offending Shipper, then the credit shall be paid to such Shipper in cash. WTG Hugoton will not issue a check for Shipper credits totaling less than \$50 for the year;
- (ii) Any negative balance, and any positive balance less than \$100,000 shall be carried forward, with interest calculated pursuant to the Commission's regulations, to the next determination applicable under this section; and
- (iii) Within ninety (90) days of the end of the 12th full calendar month following the in-service date of WTG Hugoton's pipeline system, and at the end of the same month in each succeeding year, WTG Hugoton will file a report with the Commission showing its penalty revenues, the costs netted against penalty revenues, and the resulting credits for each month.

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 279 Original Sheet No. 279 : Effective

GENERAL TERMS AND CONDITIONS

45.2 Unauthorized Gas. The value of unauthorized gas remaining in WTG Hugoton's system will be credited to firm and interruptible shippers in accordance with the following:

- (i) The value of unauthorized gas remaining in WTG Hugoton's system under Section 30 of the GENERAL TERMS AND CONDITIONS of the tariff will be credited to firm and interruptible shippers, prorated according to each shipper's total deliveries for the month in which the gas was determined to be Unauthorized Gas.
- (ii) The value of unauthorized gas remaining in WTG Hugoton's system will be determined by multiplying the applicable Imbalance Index Price (IIP), as set forth in Section 28.3, for the applicable month, by the total quantity of gas remaining in the system.

46. NEGOTIATED RATES

46.1 Authority and conditions: The rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff may deviate in form or level from the maximum-to-minimum ranges set forth for Rate Schedules FT and IT of this Tariff, provided:

- (a) WTG Hugoton and Shipper have executed a valid service agreement agreeing to such non-conforming negotiated rate(s) or rate formula;
- (b) At the time of execution of such service agreement or amendment agreeing to the non-conforming negotiated rate(s) or rate formula, Shipper had access to service pursuant to this Tariff at the rates then set forth on Schedule of Rates To Be Charged sheet(s); and
- (c) Prior to commencing service at such non-conforming negotiated rate(s) or rate formula, unless WTG Hugoton executes and files a non-conforming service agreement, WTG Hugoton will file a tariff sheet advising the Commission of such agreement, stating the exact legal name of Shipper, the negotiated rate, the rate schedule, the receipt and delivery points, the contract quantities, and where applicable, any negotiated rate formula. Any such filed tariff sheet will contain a statement that the negotiated rate agreement does not deviate in any material aspect from the form of agreement in the tariff for the applicable rate schedule.

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 280 Original Sheet No. 280 : Effective

GENERAL TERMS AND CONDITIONS

46.2 Impact on capacity allocation: To the extent the revenue level pursuant to the nonconforming negotiated rate(s) or rate formula provided for in Section 46.1 above should exceed the maximum rate for such service stated on Rate Schedules FT and IT of this Tariff, Shipper paying such nonconforming rate(s) shall be treated, for capacity-allocation purposes, and for purposes of evaluating bids pursuant to Section 6 of these General Terms and Conditions, as if the rate(s) paid had been equal to the maximum rate for such service stated on Rate Schedules FT and IT of this Tariff. The highest rate the Shipper must match for the right of first refusal purposes is the maximum rate set forth in this Tariff. Any Shipper, existing or new, paying the maximum tariff rate(s) has the same right to capacity as a Shipper willing to pay a higher negotiated rate(s). If the negotiated rate(s) is higher than the corresponding maximum recourse rate(s), the negotiated rate(s) cannot be used as the price cap for release capacity pursuant to Section xx of these General Terms and Conditions.

46.3 Accounting for costs and revenues: To ensure that recourse Shippers are not better or worse off due to negotiated rate agreements, WTG Hugoton shall maintain and provide separately identified and totaled volume, billing determinant, rate or surcharge component, and revenue accounting information for its negotiated rate arrangements in any general or limited rate change filing that it makes. WTG Hugoton shall maintain separate records for all revenues associated with negotiated rate transactions. Transactions related to negotiated rate agreements that originated as a pre-existing discounted service and were subsequently converted will be recorded separately from those originating as negotiated rate agreements.

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 281 Original Sheet No. 281 : Effective

47. CROSS REFERENCE FOR TARIFF-PERMITTED PROVISIONS IN SERVICE AGREEMENTS

See actual tariff sheets referenced for the entire provision.

| Tariff Sheet Nos. | Rate Schedule General Terms & Conditions | Provision |
|-------------------|--|--|
| 104, 152 | FT, IT | Upon billing by WTG Hugoton and in a manner mutually agreed to, Shipper shall bear all fees . . . |
| 213 | GTC | WTG Hugoton will offer to negotiate with a Delivery Point Operator, upon request, how WTG Hugoton will manage the quality of gas delivered to the Delivery Point Operator. |
| 227 | GTC | WTG Hugoton and Shipper may . . . agree to alternative forms of dispute resolution . . . |
| 241 | GTC | Flow Orders. WTG Hugoton and Shipper may agree to a contract Specific receipt or delivery point flow . . . The parties may agree to Discount the transportation rate . . . |
| 253 | GTC | Unless otherwise mutually agreed to, delivery of natural gas . . . shall be at such varying pressures as may exist . . . |
| 267 | GTC | Demand Credit. Unless WTG Hugoton and the Releasing Shipper have agreed to a different credit . . . |
| 270 | GTC | A Shipper may exercise . . . any contractual rollover or evergreen provision . . . |

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Sheet Nos. 282 - 399 Sheet Nos. 282 - 399 : Effective

SHEET NOS. 276 - 399 ARE RESERVED FOR FUTURE USE.

Effective Date: 08/01/2007 Status: Effective
FERC Docket: CP06-90-002

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

Firm Transportation Service Agreement
Rate Schedule FT

[Attach applicable Appendices]

Shipper's Name and Address for Notices and Invoices: Date: _____

Attn: _____

Address for Invoice (If different from above)

Attn: _____

Contract No: _____

Term: From _____ to _____ .

1. Rates shall be WTG Hugoton's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

2. This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

3. The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A.

4. If made available by Shipper, WTG Hugoton agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

5. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 47 of the GENERAL TERMS AND CONDITIONS of WTG Hugoton's FERC Gas Tariff:

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 401 Original Sheet No. 401 : Effective

Firm Transportation Service Agreement
Rate Schedule FT

6. The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to WTG Hugoton. Upon WTG Hugoton's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

7. This Agreement [as amended] constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in WTG Hugoton's tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

8. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to WTG Hugoton when sent to the following:

Effective Date: 08/01/2007 Status: Effective
FERC Docket: CP06-90-002

Original Sheet No. 402 Original Sheet No. 402 : Effective

Firm Transportation Service Agreement
Rate Schedule FT

All Notices/Accounting Matters:
WTG Hugoton
Address: _____

Attn: _____
Fax No.: _____

Payments to Designated Depository:
WTG Hugoton
Account No. _____
ABA No. _____
Bank: _____

9. This Agreement shall incorporate and in all respects shall be subject to the "GENERAL TERMS AND CONDITIONS" and the applicable Rate Schedule(s) set forth in WTG Hugoton's FERC Gas Tariff, as may be revised from time to time. WTG Hugoton may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in WTG Hugoton's FERC Gas Tariff, and WTG Hugoton shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

WTG Hugoton, LP

Shipper

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 403 Original Sheet No. 403 : Effective

APPENDIX A
FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

DATED: _____

SHIPPER: _____

Contract Volumes:

| | | | |
|---------------|--------|----------------|------------------|
| CONTRACT MDQ: | Volume | Month To | Month From |
| _____ | _____ | _____ | _____ |
| _____ | _____ | Month To _____ | Month From _____ |

Maximum Daily Quantities:

RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES

| RP/DP | POI # | POINT DESCRIPTION | Jan | Feb | . . . | Dec |
|-------|-------|-------------------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| RP | _____ | _____ | _____ | _____ | _____ | _____ |
| RP | _____ | _____ | _____ | _____ | _____ | _____ |
| RP | _____ | _____ | _____ | _____ | _____ | _____ |
| | | TOTAL RECEIPTS | _____ | _____ | _____ | _____ |
| DP | _____ | _____ | _____ | _____ | _____ | _____ |
| DP | _____ | _____ | _____ | _____ | _____ | _____ |
| DP | _____ | _____ | _____ | _____ | _____ | _____ |
| | | TOTAL DELIVERIES | _____ | _____ | _____ | _____ |

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Sheet No. 404 Sheet No. 404 : Effective

RESERVED FOR FUTURE USE

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 405 Original Sheet No. 405 : Effective

[WHERE APPLICABLE]

WTG Hugoton, LP
Amendment to FT Service Agreement

Shipper Name: _____

Date: _____

Contract No.: _____ (Agreement)

[If applicable] Amendment No.: _____

[When applicable - Related Segmented Firm Service Agreement
Contract Nos.: _____

(Insert Applicable Contract No. References) _____]

[If applicable] Amendment to contract with effective date:
Between: WTG Hugoton and SHIPPER NAME

The above-referenced Agreement is amended [if applicable, for the period
[insert amendment start date] through [insert amendment end date] as follows:

[If applicable] This Agreement supersedes [insert amendment(s) or agreement(s)
or that all amendments or agreements are being superseded].

Applicable paragraphs not necessarily in this order.

1. [rate provisions]
2. [If applicable - Information related to changes in volumes, term, and receipt and/or delivery points.]
3. [If applicable] In addition to the above rates, Shipper shall pay [include applicable surcharges or all FERC approved] surcharges applicable to service hereunder as of the effective date of this amendment [and any other surcharge(s) which are made effective after the effective date of this amendment and applicable to the service provided hereunder].

Effective Date: 08/01/2007 Status: Effective
FERC Docket: CP06-90-002

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

WTG Hugoton, LP
Amendment to FT Service Agreement

4. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under WTG Hugoton's FERC Gas Tariff, as amended from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under WTG Hugoton's FERC Gas Tariff, as revised from time to time, then Shipper agrees that WTG Hugoton will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.

5. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 47 of the GENERAL TERMS AND CONDITIONS of WTG Hugoton's FERC Gas Tariff:

6. The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to WTG Hugoton. Upon WTG Hugoton's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 407 Original Sheet No. 407 : Effective

WTG Hugoton, LP
Amendment to FT Service Agreement

7. This Agreement, [as amended], constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in WTG Hugoton's tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

[If applicable] In the event a Shipper requests to segment its contract

As a result of Shipper's request for segmentation, the above referenced Agreement is amended as follows:

Effective from _____ to _____, the MDQ of the Agreement is reduced from _____ to _____.

The effective date of this Amendment is: _____

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

WTG Hugoton, LP

SHIPPER NAME

By: _____
Title: Vice President
Date: _____

By: _____
Title: _____
Date: _____

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Sheet No. 408 Sheet No. 408 : Effective

RESERVED FOR FUTURE USE

Effective Date: 08/01/2007 Status: Effective
FERC Docket: CP06-90-002

Original Sheet No. 409 Original Sheet No. 409 : Effective

Segmented Firm Transportation Service Agreement
Rate Schedule FT
[Attach applicable Appendices]

Shipper's Name and Address for Notices and Invoices: Date: _____

Attn: _____

Address for Invoice (If different from above)

Attn: _____

Related (Insert Applicable References) Contract No. _____

Term: From _____ To _____

1. This Agreement is entered into as a result of Shipper's request to segment Contract No. _____

2. Rates shall be WTG Hugoton's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing. The provisions of the underlying base contract are applicable to this Agreement unless otherwise agreed to by the parties in writing. The MDQ shall be limited to the available MDQ on the Shipper's base service agreement.

3. This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

4. The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A.

5. If made available by Shipper, WTG Hugoton agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 410 Original Sheet No. 410 : Effective

Segmented Firm Transportation Service Agreement
Rate Schedule FT

6. The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to WTG Hugoton. Upon WTG Hugoton's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

7. This Agreement [as amended] including both segmented and un-segmented contract components, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in WTG Hugoton's tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 411 Original Sheet No. 411 : Effective

Page ____ of ____
CR# _____ RQST# _____
AMD# _____ [if applicable]

APPENDIX A
SEGMENTED FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

DATED: _____

SHIPPER: _____

Contract Volumes:

| | | | | |
|---------------|--------|----------------|------------------|--|
| | Volume | | | |
| CONTRACT MDQ: | _____ | Month To _____ | Month From _____ | |
| | _____ | Month To _____ | Month From _____ | |

Maximum Daily Quantities:

PART I.
RECEIPT AND DELIVERY POINT DESCRIPTIONS AND VOLUMES

| RP/DP | POI # | POINT DESCRIPTION | Jan | Feb | ... | Dec |
|-------|----------------|-------------------|-------|-------|-----|-------|
| _____ | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |
| | TOTAL RECEIPTS | | _____ | _____ | ... | _____ |

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 412 Original Sheet No. 412 : Effective

Page ____ of ____
CR# _____ RQST# _____
AMD# _____ [if applicable]

| RP/DP | POI # | SEGMENTATION POINT | Jan | Feb | ... | Dec |
|-------|-------|--------------------|-------|-------|-----|-------|
| _____ | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |

| RP/DP | POI # | POINT DESCRIPTION | Jan | Feb | ... | Dec |
|-------|-------|-------------------|-------|-------|-----|-------|
| _____ | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |
| | | TOTAL DELIVERIES | _____ | _____ | ... | _____ |

| RP/DP | POI # | SEGMENTATION POINT | Jan | Feb | ... | Dec |
|-------|-------|--------------------|-------|-------|-----|-------|
| _____ | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |
| RP | _____ | _____ | _____ | _____ | ... | _____ |

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FERC Docket: CP06-90-002

Sheet No. 413 Sheet No. 413 : Effective

RESERVED FOR FUTURE USE

Effective Date: 08/01/2007 Status: Effective
FERC Docket: CP06-90-002

Original Sheet No. 414 Original Sheet No. 414 : Effective

Interruptible Transportation Service Agreement
Rate Schedule IT

Shipper's Name and Address for Notices and Invoices: Date: _____

Attn: _____

Address for Invoice (If different from above)

Attn: _____

Contract No: _____

1. Term: From _____ to _____ [If applicable] and shall continue month to month thereafter unless terminated by either party upon thirty (30) days written notice.
2. Rates shall be WTG Hugoton's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.
3. This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.
4. If made available by Shipper, WTG Hugoton agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.
5. Any valid delivery or receipt point on WTG Hugoton's system can be utilized as a delivery or receipt point subject to the terms and conditions of Rate Schedule IT.
6. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of WTG Hugoton's FERC Gas Tariff:

Effective Date: 08/01/2007 Status: Effective

FERC Docket: CP06-90-002

Original Sheet No. 415 Original Sheet No. 415 : Effective

Interruptionable Transportation Service Agreement
Rate Schedule IT

7. The parties agree that a facsimile or electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to WTG Hugoton. Upon WTG Hugoton's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

8. This Agreement [as amended] constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in WTG Hugoton's tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible on-behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

9. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to WTG Hugoton when sent to the following:

Effective Date: 08/01/2007 Status: Effective
FERC Docket: CP06-90-002

Original Sheet No. 416 Original Sheet No. 416 : Effective

Interruptible Transportation Service Agreement
Rate Schedule IT

| | |
|---------------------------------|------------------------------------|
| All Notices/Accounting Matters: | Payments to Designated Depository: |
| WTG Hugoton, LP | WTG Hugoton, LP |
| Address: _____ | Account No. _____ |
| _____ | ABA No. _____ |
| Attn: _____ | Bank: _____ |
| FAX No. _____ | |

10. This Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in WTG Hugoton's FERC Gas Tariff, as may be revised from time to time. WTG Hugoton may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in WTG Hugoton's FERC Gas Tariff, and WTG Hugoton shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

| | |
|-----------------|--------------|
| WTG Hugoton, LP | Shipper |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Effective Date: 08/01/2007 Status: Effective
FERC Docket: CP06-90-002

Sheet No. 417 Sheet No. 417 : Effective

RESERVED FOR FUTURE USE

