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Effective Date: 02/01/2002 Status: Effective

FERC Docket: RP02-150-000

First Revised Sheet No. 0 Transwestern Pipeline Company: Second Revised Volume No. 1
First Revised Sheet No. 0 : Effective
Superseding: Original Sheet No. 0

F.E.R.C. GAS TARIFF

Second Revised Volume No. 1

(Supersedes First Revised Volume No. 1)

OF

TRANSWESTERN PIPELINE COMPANY

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

Communications concerning this Tariff should be addressed to:

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Rates & Certificates
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Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-002

Substitute Eleventh Revised Sheet No. 1 Substitute Eleventh Revised Sheet No. 1 : Effective
Superseding: Tenth Revised Sheet No. 1

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Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

Fifth Revised Sheet No. 1A Fifth Revised Sheet No. 1A : Effective
Superseding: Fourth Revised Sheet No. 1A

Sheet No. 1A is Reserved for Future Use

Effective Date: 09/01/1995 Status: Effective
FERC Docket: RP95-271-001

8th Revised Sheet No. 2 8th Revised Sheet No. 2 : Effective
Superseding: 7th Revised Sheet No. 2

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Effective Date: 09/01/1995 Status: Effective

FERC Docket: RP95-271-001

5th Revised Sheet No. 2A 5th Revised Sheet No. 2A : Effective
Superseding: 4th Revised Sheet No. 2A

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Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

1st Revised Sheet No. 3 1st Revised Sheet No. 3 : Effective
Superseding: Original Sheet No. 3

PRELIMINARY STATEMENT

Transwestern Pipeline Company, sometimes herein referred to as "Transporter" or "Seller", is a natural gas company engaged in the business of buying, transporting, and selling natural gas in interstate commerce pursuant to authority from and subject to the jurisdiction of the Federal Energy Regulatory Commission.

The facilities operated by Transporter consist of a pipeline system extending from the states of Texas, Kansas, and Oklahoma through the states of New Mexico and Arizona to points near the California-Arizona state border.

The transportation of natural gas under this tariff will be undertaken by Transporter only under a written or electronic contract in the form of an executed Service Agreement of the applicable type prescribed in this tariff.

This FERC Gas Tariff is filed in compliance with Part 154, Subchapter E, Chapter 1, Title 18, Code of Federal Regulations, as promulgated by the Federal Energy Regulatory Commission.

Effective Date: 09/01/1996 Status: Effective

FERC Docket: RP97- 41-000

9th Revised Sheet No. 4 9th Revised Sheet No. 4 : Effective
Superseding: 8th Revised Sheet No. 4

Transwestern Pipeline Company system map, including West of Thoreau Area, San Juan Lateral Area and East of Thoreau Area.

Effective Date: 09/01/1996 Status: Effective

FERC Docket: RP97- 41-000

5th Revised Sheet No. 4A 5th Revised Sheet No. 4A : Effective
Superseding: 4th Revised Sheet No. 4A-4E

Transwestern Pipeline Company map of West of Thoreau Area.

Effective Date: 09/01/1996 Status: Effective

FERC Docket: RP97- 41-000

2nd Revised Sheet No. 4B 2nd Revised Sheet No. 4B : Effective
Superseding: 1st Revised Sheet No. 4B

Transwestern Pipeline Company map of San Juan Lateral Area.

Effective Date: 09/01/1996 Status: Effective

FERC Docket: RP97- 41-000

2nd Revised Sheet No. 4C 2nd Revised Sheet No. 4C : Effective
Superseding: 1st Revised Sheet No. 4C

Transwestern Pipeline Company map of East of Thoreau Area.

Effective Date: 04/01/1992 Status: Effective

FERC Docket: RP89- 48-016

1st Revised Sheet No. 4D 1st Revised Sheet No. 4D : Effective

Seller's Panhandle Zone Map

Effective Date: 01/01/1993 Status: Effective

FERC Docket: RP93- 34-000

Original Sheet No. 4E Original Sheet No. 4E : Effective

Western New Mexico Zone and San Juan Lateral Zone Map

Effective Date: 10/01/2004 Status: Effective
 FERC Docket: RP04-490-000

129th Revised Sheet No. 5 129th Revised Sheet No. 5 : Effective
 Superseding: 128th Revised Sheet No. 5

CURRENTLY EFFECTIVE TRANSPORTATION RATES
 DELIVERED TO CALIFORNIA
 (\$/MMBTU)

	MAXIMUM FTS-1, LFT, FTS-3 and EFBH RESERVATION CHARGE ----- (1) (9) (10)	FTS-1, LFT, FTS-3 and EFBH COMMODITY ----- (2) (9)	MAXIMUM ITS-1 COMMODITY ----- (6)	MAXIMUM FUEL% ----- (5) (7) (11)
RECEIPT POINT AREA:				
EAST OF THOREAU: (3) (4)				
BASE RATE	\$0.3453	\$0.0224	\$0.3677	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
	-----	-----	-----	
TOTAL RATE	\$0.3453	\$0.0243	\$0.3696	5.00%
WEST OF THOREAU: (a) (3) (4)				
BASE RATE	\$0.2639	\$0.0153	\$0.2792	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
	-----	-----	-----	
TOTAL RATE	\$0.2639	\$0.0172	\$0.2811	4.50%
SAN JUAN: (3) (4)				
BASE RATE	\$0.3659	\$0.0164	\$0.3823	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
	-----	-----	-----	
TOTAL RATE	\$0.3659	\$0.0183	\$0.3842	4.75%

Footnotes

(a) Includes receipts from the Thoreau/San Juan Point.

NOTE: All numeric footnotes referenced on Sheet Nos. 5B through 5B.03 of this Tariff.

Effective Date: 10/01/2004 Status: Effective
 FERC Docket: RP04-490-000

Thirty-Fourth Revised Sheet No. 5A Thirty-Fourth Revised Sheet No. 5A : Effective
 Superseding: Thirty-Third Revised Sheet No. 5A

CURRENTLY EFFECTIVE TRANSPORTATION RATES
 DELIVERED TO EAST OF CALIFORNIA (a)
 (\$/MMBTU)

	MAXIMUM FTS-1, LFT, FTS-3 and EFBH RESERVATION CHARGE ----- (1) (9) (10)	FTS-1, LFT, FTS-3 and EFBH COMMODITY ----- (2) (9)	MAXIMUM ITS-1 COMMODITY ----- (6)	MAXIMUM FUEL% ----- (5) (7) (11)
RECEIPT POINT AREA:				
EAST OF THOREAU: (3) (4)				
BASE RATE	\$0.3309	\$0.0224	\$0.3533	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
TOTAL RATE	\$0.3309	\$0.0243	\$0.3552	5.00%
WEST OF THOREAU: (b) (3) (4)				
BASE RATE	\$0.2289	\$0.0153	\$0.2442	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
TOTAL RATE	\$0.2289	\$0.0172	\$0.2461	4.50%
SAN JUAN: (3) (4)				
BASE RATE	\$0.3309	\$0.0164	\$0.3473	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
TOTAL RATE	\$0.3309	\$0.0183	\$0.3492	4.75%

Footnotes

- (a) These rates will be applicable to all delivery points west of the Thoreau/San Juan Point except for deliveries to California (including the current delivery points at Needles and Topock).
- (b) Includes receipts from the Thoreau/San Juan Point.

Note: All numeric Footnotes referenced on Sheet Nos. 5B through 5B.03 of this Tariff.

Effective Date: 10/01/2004 Status: Effective
 FERC Docket: RP04-490-000

Thirty-First Revised Sheet No. 5B Thirty-First Revised Sheet No. 5B : Effective
 Superseding: Thirtieth Revised Sheet No. 5B

FOOTNOTES

- 1/ The Minimum FTS-1, LFT, FTS-3 and EFBH Reservation Charge is \$0.0000
- 2/ The FTS-1, LFT, FTS-3 and EFBH Base Commodity Rate is the minimum commodity rate, exclusive of surcharges.
- 3/ Backhaul transportation is transportation on Transporter's system that is opposite to the actual physical flow from the point of receipt to the point of delivery.
- 4/ The backhaul rate will be the same as a forward haul rate.
- 5/ Transport Fuel percentages shall be applied to receipt quantities.
- 6/ The minimum ITS-1 Commodity Rate is equal to the FTS-1 Base Commodity Rate, exclusive of surcharges.
- 7/ Transport fuel percentages are from Receipt Point Area through to Delivery Point Area. The minimum Transport Fuel charge will not be lower than actual fuel costs, if any. Transport Fuel Percentages by Area are: **

	MAX
West of Thoreau Area	4.50%
East of Thoreau Area (Delivered to East of Thoreau)	1.31%
East of Thoreau Area (Delivered to Thoreau/San Juan Point)	0.50%
San Juan	0.25%
Backhaul	0.00%

	MAX	MIN
8/ Other Surcharges (\$/MMBTU):		
GRI Demand Surcharge (Section 21)**	\$0.0000	\$0.0000
(Low-Load Factor Shippers (Section 21))+	\$0.0000	\$0.0000
GRI Commodity Surcharge (Section 21)+	\$0.0000	\$0.0000
GRI FTS-2 Surcharge (Section 21)+	\$0.0000	\$0.0000
ACA Surcharge (Section 23)+	\$0.0019	\$0.0019

- + These surcharges shall not be applied to the same quantity of gas more than once.
- * This Maximum Rate applies to all firm shippers except those that qualify as Low-Load factor shippers on the effective date of Transporter's annual GRI filing.
- ** For current in-kind fuel reimbursement procedures, fuel rates should be made effective only at the beginning of the month.

Effective Date: 05/01/2003 Status: Effective

FERC Docket: RP03-481-001

Fifth Revised Sheet No. 5C Fifth Revised Sheet No. 5C : Effective
Superseding: Substitute Fourth Revised Sheet No. 5C

Statement of Non-Conforming Service Agreements

The contracts listed below have been accepted by the Federal Energy Regulation Commission as non-conforming service agreements.

- 1) Transportation Service Agreement
 - (i) Sacramento Municipality Utility District Firm Transportation Agreement dated February 1, 1996; Contract No. 24670
- 2) OBA Service Agreement
 - (i) Unocal Keystone Gas Storage, LLC Operator Balancing Agreement dated April 29, 2003; Contract No. 100653.

Effective Date: 10/17/1993 Status: Effective
FERC Docket: RP91-104-006

3rd Revised Sheet No. 5D(iv) 3rd Revised Sheet No. 5D(iv) : Superseded
Superseding: 2nd Revised Sheet No. 5D(iv)

TCR FEE
Portion of TCR Amount Seven

The following customers will be direct billed for the indicated amount pursuant to Section 25 of the General Terms and Conditions of this tariff:

	Docket No. RP91-215
	Order No. 528 1/
Rate Schedule FTS-1	
Southern California Gas Company	\$1,623,283.18
Former Rate Schedule CDQ-3	
Williams Natural Gas Company	0.00
Former Rate Schedule SG-1	
Eastern New Mexico Natural Gas Association	272.33
City of Lefors, Texas	90.23
West Texas Gas, Inc.	60.29
Former Rate Schedule SG-2	
Southwest Gas	17.84
Former Rate Schedule RW-1	
Eastern New Mexico Natural Gas Association	188.75
West Texas Gas, Inc.	35.77
Westar Transmission Company	54.06
Plains Gas Farmers' Co-operative	292.22

1/ The amounts specified represent the principal amounts applicable to each Rate Schedule, in accordance with Order Nos. 528 and 528-A issued in Docket No. RM91-2 and the Commission's Order issued July 30, 1993 in Docket Nos. RP91-104-000, et al. Carrying costs will accrue on the remaining unpaid balance until the date payment is made in full by Buyer at the interest rate provided in 18 CFR 154.67(c)(2)(iii)(A).

Effective Date: 02/21/2003 Status: Effective

FERC Docket: RP03-237-000

4th Revised Sheet No. 5D-5E(viii) 4th Revised Sheet No. 5D-5E(viii) : Effective
Superseding: 3rd Revised Sheet No. 5C-5E(viii)

Notice is hereby given that effective November 1, 1996, Sheet Nos. 5D through 5E(viii) of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 are reserved for future use.

Effective Date: 12/01/1990 Status: Effective
 FERC Docket: TM91-2-42-000

3rd Revised Sheet No. 5E 3rd Revised Sheet No. 5E : Superseded
 Superseding: 2nd Revised Sheet No. 5E

TCR Amount #1
 Monthly Amortization Schedule
 to Amortize Remaining Balance
 of \$22,786,414

TCR Amount #2
 Monthly Amortization Schedule
 to Amortize Remaining Balance
 of \$10,793,657

DATE	MONTHLY AMORTIZATION
01-Dec-90	\$1,424,151
01-Jan-91	1,424,151
01-Feb-91	1,424,151
01-Mar-91	1,424,151
01-Apr-91	1,424,151
01-May-91	1,424,151
01-Jun-91	1,424,151
01-Jul-91	1,424,151
01-Aug-91	1,424,151
01-Sep-91	1,424,151
01-Oct-91	1,424,151
01-Nov-91	1,424,151
01-Dec-91	1,424,151
01-Jan-92	1,424,151
01-Feb-92	1,424,151
01-Mar-92	1,424,149*
Total Amortized Amount	\$22,786,414
	iiiiiiiiiiii
*Rounding	

DATE	MONTHLY AMORTIZATION
01-Dec-90	\$674,604
01-Jan-91	674,604
01-Feb-91	674,604
01-Mar-91	674,604
01-Apr-91	674,604
01-May-91	674,604
01-Jun-91	674,604
01-Jul-91	674,604
01-Aug-91	674,604
01-Sep-91	674,604
01-Oct-91	674,604
01-Nov-91	674,604
01-Dec-91	674,604
01-Jan-92	674,604
01-Feb-92	674,604
01-Mar-92	674,597*
Total Amortized Amount	\$10,793,657
	iiiiiiiiiiii
*Rounding	

Effective Date: 11/01/1996 Status: Effective
FERC Docket: RP95-271-007

4th Revised Sheet No. 5M 4th Revised Sheet No. 5M : Effective
Superseding: 3rd Revised Sheet No. 5M

Notice is hereby given that upon the effective date of the Stipulation and Agreement in Docket No. RP95-271-003, Sheet No. 5M of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 is hereby canceled.

Effective Date: 11/01/1996 Status: Effective

FERC Docket: RP95-271-007

1st Revised Sheet No. 5N 1st Revised Sheet No. 5N : Effective
Superseding: Original Sheet No. 5N

Notice is hereby given that upon the effective date of the Stipulation and Agreement in Docket No. RP95-271-003 Sheet No. 5N of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 is hereby canceled.

Effective Date: 02/23/2000 Status: Effective
 FERC Docket: RP99-481-002

Substitute 18 Revised Sheet No. 5A.01 Substitute 18 Revised Sheet No. 5A.01 : Effective
 Superseding: 17 Revised Sheet No. 5A.01

CURRENTLY EFFECTIVE TRANSPORTATION RATES
 DELIVERED TO THOREAU/SAN JUAN POINT
 (\$/MMBTU)

	MAXIMUM FTS-1, LFT, FTS-3 and EFBH RESERVATION CHARGE ----- (1) (9)	FTS-1, LFT, FTS-3 and EFBH COMMODITY ----- (2) (9)	MAXIMUM ITS-1 COMMODITY ----- (6)	MAXIMUM FUEL% ----- (5) (7) (11)
RECEIPT POINT AREA:				
EAST OF THOREAU: (3) (4)				
BASE RATE	\$0.1020	\$0.0071	\$0.1091	
APPLICABLE SURCHARGES (8) (a)	0.0000	0.0000	0.0000	
TOTAL RATE	\$0.1020	\$0.0071	\$0.1091	0.50%
WEST OF THOREAU: (3) (4)				
BASE RATE	\$0.2639	\$0.0153	\$0.2792	
APPLICABLE SURCHARGES (8) (a)	0.0000	0.0000	0.0000	
TOTAL RATE	\$0.2639	\$0.0153	\$0.2792	4.50%
SAN JUAN: (3) (4)				
BASE RATE	\$0.1020	\$0.0011	\$0.1031	
APPLICABLE SURCHARGES (8) (a)	0.0000	0.0000	0.0000	
TOTAL RATE	\$0.1020	\$0.0011	\$0.1031	0.25%

Footnotes

(a) No surcharges are applicable to these rates.

Note: All numeric Footnotes referenced on Sheet Nos. 5B through 5B.03 of this Tariff.

Effective Date: 11/01/1996 Status: Effective
FERC Docket: RP95-271-007

3rd Revised Sheet No. 5B.01 3rd Revised Sheet No. 5B.01 : Effective
Superseding: 2nd Revised Sheet No. 5B.01
FOOTNOTES (cont.)

9/The Maximum FTS-1 Reservation Charge and FTS-1 Commodity Charge applicable to the Current Firm Shippers listed below on Transporter's system, during the term of their respective FTS-1 Firm Service Agreements, ("Settlement Base Rates") shall be calculated and charged as set forth below.

The Settlement Base Rates shall increase beginning November 1, 1998 on an annual basis by sixty percent (60%) of the increase in the implicit price deflator to the Gross Domestic Product ("GDP") or a mutually agreed similar indicator should the GDP no longer be available on a continuing periodic basis; provided, however, such annual increase shall not be less than two percent (2%) or greater than five percent (5%) of the prior year's Settlement Base Rates. This Settlement Base Rate adjustment will be determined on the latest four quarters of initial data published by the U.S. Government which is available prior to each November 1.

The amount of the Settlement Base Rates Reservation Charge as determined under the foregoing escalator provision shall be reduced, every November 1 during the primary term of each Current Firm Shipper's FTS-1 Firm Service Agreement, by \$0.0030 per MMBtu of each Current Firm Shipper's MAXDTQ in each Area (East of Thoreau, West of Thoreau, and/or San Juan Lateral, as applicable), as set forth in each Current Firm Shipper's FTS-1 Firm Service Agreement. The rate reduction shall be applied after the applicable escalated Settlement Base Rates are determined in order to calculate the actual rates to be paid during the particular period. In calculating subsequent Settlement Base Rates Reservation Charges to be made effective on November 1 of each year under the escalator provision, the rate which is escalated shall be the prior year's escalated Settlement Base Rates Reservation Charge before subtracting the \$0.0030 per MMBtu. Such rate reduction shall accrue notwithstanding the two percent (2%) escalator floor provided herein.

An example of the Settlement Base Rate Reservation Charge rate reduction calculation is provided below. This example does not reflect the actual rates to be paid by any Current Firm Shipper.

SBR = Settlement Base Rates, including Reservation and Commodity,
Docket Nos. RP95-271-000 and RP95-271-003.

GDP = Gross Domestic Product as published by the U.S. Government.

Change in GDP = The increase in the implicit price deflator to the GDP based on the latest four (4) quarters of initial data published by the U.S. Government and which is available prior to each November 1. Such increase shall be subject to a two percent (2%) floor and a five percent (5%) ceiling.

Escalation Factor = Percentage rate (%) at which to escalate the SBR on an annual basis. Specifically, sixty percent (60%) of the current year's Change in GDP. Escalation Factor = $[60\% \times (\text{Change in GDP from Prior Year} / \text{Prior Year GDP})]$

Year 1

Escalated SBR Reservation Charge = $[\text{Prior Year's SBR Reservation Charge} \times (1 + \text{Escalation Factor})]$

Rate Reduced Escalated SBR Reservation Charge = $(\text{Year 1 Escalated SBR Reservation Charge} - \$0.003)$

Year 2-8

Escalated SBR Reservation Charge = $[\text{Prior Year's SBR Reservation Charge} \times (1 + \text{Escalation Factor})]$

(continued on next page)

Effective Date: 10/01/2004 Status: Effective
 FERC Docket: RP04-490-000

Twenty-Sixth Revised Sheet No. 5A.02 Twenty-Sixth Revised Sheet No. 5A.02 : Effective
 Superseding: Twenty-Fifth Revised Sheet No. 5A.02

CURRENTLY EFFECTIVE TRANSPORTATION RATES
 DELIVERED TO EAST OF THOREAU (a)
 (\$/MMBTU)

	MAXIMIM FTS-1, LFT, FTS-3 and EFBH RESERVATION CHARGE ----- (1) (9)	MAXIMUM FTS-1, LFT, FTS-3 and EFBH COMMODITY ----- (2) (9)	ITS-1 COMMODITY ----- (6)	MAXIMUM FUEL% ----- (5) (7) (11)
RECEIPT POINT AREA:				
EAST OF THOREAU: (b) (3) (4)				
BASE RATE	\$0.1020	\$0.0071	\$0.1091	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
TOTAL RATE	\$0.1020	\$0.0090	\$0.1110	1.31%
WEST OF THOREAU: (3) (4)				
BASE RATE	\$0.3659	\$0.0224	\$0.3883	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
TOTAL RATE	\$0.3659	\$0.0243	\$0.3902	5.81%
SAN JUAN: (3) (4)				
BASE RATE	\$0.2040	\$0.0082	\$0.2122	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
TOTAL RATE	\$0.2040	\$0.0101	\$0.2141	1.56%

Footnotes

(a) These rates will be applicable to all delivery points east of Thoreau/San Juan Point except for deliveries to the Thoreau/San Juan Point.

(b) Includes receipts from the Thoreau/San Juan Point.

NOTE: All numeric Footnotes referenced on Sheet Nos. 5B through 5B.03 of this Tariff.

Effective Date: 11/01/2004 Status: Effective
 FERC Docket: RP04-601-000

Sixteenth Revised Sheet No. 5B.02 Sixteenth Revised Sheet No. 5B.02 : Effective
 Superseding: Fifteenth Revised Sheet No. 5B.02

FOOTNOTES (cont.)

Footnote 9, continued
 Year 2-8, continued

Note: For purposes of escalating the SBR Reservation Charge, the Escalation Factor is applied to the Prior Year's Escalated SBR, i.e., prior to the application of the rate reduction.

Rate Reduced Escalated SBR Reservation Charge = (Current Year's Escalated SBR Reservation Charge - \$0.003)

	Settlement Base Rates Reservation Charge*	Settlement Base Rates Commodity Charge*
East of Thoreau Area to California		
(West of Thoreau Area):		
Southern California Gas Company	\$0.3501	\$0.0258
San Juan Lateral Area to Thoreau/San Juan Point:		
UNS Gas, Inc.	\$0.1142	\$0.0011
Duke Energy Trading and Marketing, L.L.C.	\$0.1142	\$0.0011
El Paso Energy Marketing Company	\$0.1142	\$0.0011
Sacramento Municipal Utility District	\$0.1142	\$0.0011
Pacific Gas & Electric Company (Gas)	\$0.1142	\$0.0011
Texaco Natural Gas Inc.	\$0.1142	\$0.0011
Southern California Gas Company	\$0.1142	\$0.0011
Thoreau/San Juan Point to California		
(West of Thoreau Area)		
Duke Energy Trading and Marketing, L.L.C.	\$0.2824	\$0.0174
El Paso Energy Marketing Company	\$0.2824	\$0.0174
Pacific Gas & Electric Company (Gas)	\$0.2824	\$0.0174
Sacramento Municipal Utility District	\$0.2824	\$0.0174
Texaco Natural Gas Inc.	\$0.2824	\$0.0174
Thoreau/San Juan Point to East of California		
(West of Thoreau Area):		
UNS Gas, Inc.	\$0.1822	\$0.0174

*The Current Firm Shippers listed above shall be subject to the surcharges in Footnotes 8 and 10 when using Primary Receipt Points and/or Primary Delivery Points and when using Alternate Receipt Points and/or Alternate Delivery Points.

Effective Date: 10/01/2004 Status: Effective
 FERC Docket: RP04-490-000

Twenty-Sixth Revised Sheet No. 5A.03 Twenty-Sixth Revised Sheet No. 5A.03 : Effective
 Superseding: Twenty-Fifth Revised Sheet No. 5A.03

CURRENTLY EFFECTIVE TRANSPORTATION RATES
 DELIVERED TO SAN JUAN
 (\$/MMBTU)

	MAXIMUM FTS-1, LFT, FTS-3 and EFBH RESERVATION CHARGE ----- (1) (9) (10)	FTS-1, LFT, FTS-3 and EFBH COMMODITY ----- (2) (9)	MAXIMUM ITS-1 COMMODITY ----- (6)	MAXIMUM FUEL% ----- (5) (7) (11)
RECEIPT POINT AREA:				
EAST OF THOREAU: (3) (4)				
BASE RATE	\$0.2040	\$0.0082	\$0.2122	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
	-----	-----	-----	
TOTAL RATE	\$0.2040	\$0.0101	\$0.2141	1.56%
WEST OF THOREAU: (3) (4)				
BASE RATE	\$0.3659	\$0.0164	\$0.3823	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
	-----	-----	-----	
TOTAL RATE	\$0.3659	\$0.0183	\$0.3842	4.75%
SAN JUAN: (3) (4) (a)				
BASE RATE	\$0.1020	\$0.0011	\$0.1031	
APPLICABLE SURCHARGES (8)	0.0000	0.0019	0.0019	
	-----	-----	-----	
TOTAL RATE	\$0.1020	\$0.0030	\$0.1050	0.25%

Footnotes

(a) Includes receipts from the Thoreau/San Juan Point.

NOTE: All numeric Footnotes referenced on Sheet Nos. 5B through 5B.03 of this Tariff.

Effective Date: 11/01/2004 Status: Effective
 FERC Docket: RP04-611-000

Fourteenth Revised Sheet No. 5B.03 Fourteenth Revised Sheet No. 5B.03 : Effective
 Superseding: Thirteenth Revised Sheet No. 5B.03

10/	TCR II-No. 1 and No. 2 Reservation Surcharge*	MAX	MIN
	UNS Gas, Inc.	\$0.0051	\$0.0000
	ConocoPhillips Company	\$0.0066	\$0.0000
	Duke Energy Trading and Marketing, L.L.C.	\$0.0036	\$0.0000
	El Paso Energy Marketing Company	\$0.0040	\$0.0000
	Pacific Gas & Electric Company (Gas)	\$0.0062	\$0.0000
	Sacramento Municipal Utility District	\$0.0068	\$0.0000
	Texaco Natural Gas Inc.	\$0.0069	\$0.0000
	Southern California Gas Company	\$0.0054	\$0.0000

* These surcharges shall not be applied to the same quantity of gas more than once.

11/ The Transport Fuel percentages applicable to the Current Firm Shippers, listed in Footnote 9, for the term of their respective FTS-1 Firm Service Agreements, are additive by Area and are listed below. The total minimum Transport Fuel charge will not be lower than actual fuel costs, if any.

	MAX
West of Thoreau Area	4.50%
East of Thoreau Area (Delivered to East of Thoreau)	1.31%
East of Thoreau Area (Delivered to Thoreau/San Juan Point)	0.50%
San Juan	0.25%
Backhaul	0.00%

Effective Date: 11/01/1996 Status: Effective
FERC Docket: RP95-271-007

11th Revised Sheet No. 5A.04 11th Revised Sheet No. 5A.04 : Effective
Superseding: 10th Revised Sheet No. 5A.04

CURRENTLY EFFECTIVE TRANSPORTATION RATES
FTS - 2 RATE SCHEDULE AND SALES RATES
(\$/MMBTU)

FTS-2 Rates	MAXIMUM	MINIMUM
One-part Volumetric Transport Charge (3) (4) (5) (8)	\$0.1328	\$0.0025
Transport Fuel Percentage	(a)	
Sales Rates (b)		

(a) For Transport Fuel percentages see FOOTNOTE 7/

(b) For all sales customers, the gas sales rate shall be negotiated between Transporter and customer. The point of sale on Transporter's system will be the point at which such sales gas enters facilities owned by Transporter.

NOTE: All numeric FOOTNOTES referenced are on Sheet Nos. 5B through 5B.03 of this Tariff.

Effective Date: 09/01/1997 Status: Effective

FERC Docket: RP97-434-000

Original Sheet No. 5B.04 Original Sheet No. 5B.04 : Effective

CURRENTLY EFFECTIVE RATES
RATE SCHEDULE PARK `N RIDE - PARK `N RIDE SERVICE

PARK `N RIDE RATES

	MAXIMUM RATE	MINIMUM RATE
Daily Park `N Ride Charge (per dekatherm)	\$0.3883	\$0.0011

Effective Date: 09/01/1995 Status: Effective

FERC Docket: RP95-271-001

8th Revised Sheet No. 5A.05 8th Revised Sheet No. 5A.05 : Effective
Superseding: 7th Revised Sheet No. 5a.05

Notice is hereby given that upon the effective date of the Stipulation and Agreement in Docket No. RP95-271-000 approving the transfer of FAS facilities, Sheet No. 5A.05 of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 is hereby canceled.

Effective Date: 02/21/2003 Status: Effective
 FERC Docket: RP03-237-002

2nd Sub. Twentieth Rev. Sheet No. 5B.05 2nd Sub. Twentieth Rev. Sheet No. 5B.05 : Effective
 Superseding: Eighteenth Revised Sheet No. 5B.05

STATEMENT OF NEGOTIATED RATES (1)

Shipper Name	Rate Schedule	Negotiated Rate	Other Charges	Receipt Point(s)	Delivery Point(s)	Term	Volume
BP Energy Company	FTS-1	(3)	(2)	(4)	(5)	(3)	400,000 MMBtu/day
Astra Power LLC	FTS-1	(6)	(2)	(7)	(8)	(6)	50,000 MMBtu/day
Richardson Products Company	FTS-1	(15)	(2)	(16)	(17)	(15)	35,714 MMBtu/day
Frito Lay	FTS-1	(24)	(2)	(25)	(26)	(24)	5,300 MMBtu/day
Frito Lay	FTS-1	(27)	(2)	(28)	(29)	(27)	2,700 MMBtu/day
Western Gas Resources	FTS-1	(30)	(2)	(31)	(32)	(30)	10,000 MMBtu/day
BP Energy Company	FTS-1	(33)	(2)	(34)	(35)	(33)	15,000 MMBtu/day
United States Gypsum Company	FTS-1	(36)	(2)	(37)	(38)	(36)	4,500 MMBtu/day
PPL Energy Plus, LLC	FTS-1	(39)	(2)	(40)	(41)	(39)	20,000 MMBtu/day
PPL Energy Plus, LLC	FTS-1	(42)	(2)	(43)	(44)	(42)	7,500 MMBtu/day
OneOK Energy Marketing And Trading	FTS-1	(45)	(2)	(46)	(47)	(45)	1,700/5,000 MMBtu/day (48)
Calpine Energy Services, L.P.	FTS-1	(52)	(2)	(53)	(54)	(52)	40,000 MMBtu/day
PNM Gas Services	FTS-1	(55)	(2)	(56)	(57)	(55)	35,000 MMBtu/day
El Paso Merchant Energy L.P.	FTS-1	(58)	(2)	(59)	(60)	(58)	8,600 MMBtu/day
Sacramento Municipality Utility District	FTS-1	(61)	(2)	(62)	(63)	(61)	10,000 MMBtu/day

- 1/ Unless otherwise noted herein or posted in accordance with Section 284.13(b) (viii) of the FERC Regulations, negotiated service agreements do not deviate in any material respect from the applicable form of service agreement set forth in Transwestern's FERC Gas Tariff. The negotiated rates shall apply at all of shippers' alternate receipt and delivery points unless otherwise noted herein.
- 2/ The rates stated in 3/, 6/, 15/, 24/, 27/, 30/, 33/, 36/, 39/, 42/, 45/, 52/, 55/, 58/, and 61/ are inclusive of surcharges.

Effective Date: 03/01/2001 Status: Suspended
 FERC Docket: RP97-288-014

First Revised Sheet No. 5B.06 First Revised Sheet No. 5B.06 : Suspended
 Superseding: Original Sheet No. 5B.06

- b. If Shipper releases capacity during the term of the FTS-1 Agreement at a rate that exceeds the Discounted Rate, then the amount of the excess shall be treated as Commodity Sales Margins. If Shipper releases capacity at a rate at or below the Discounted Rate, then the demand charges otherwise due and payable to Transwestern shall be reduced in an amount commensurate with the term and quantity of capacity released by Shipper solely for purposes of calculating the Revenue Sharing Threshold. Any adjustment to demand charges for purposes of calculating the Revenue Sharing Threshold does not relieve Shipper of any obligation to pay all charges pursuant to the FTS-1 Agreement or Transwestern's FERC Gas Tariff.
- c. The Commodity Sales Margins shall be calculated according to the following formula:

Commodity Sales Margins = Actual quantity of East Flow volumes transported pursuant to this FTS-1 Agreement multiplied by ((the difference in the commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Permian Basin, midpoint Tex intras, Waha area minus midpoint Transwestern) minus the commodity rate of \$.0093/MMBtu minus the cost of fuel (applicable fuel charge under Transwestern's FERC Gas Tariff multiplied by the commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Permian Basin, midpoint Transwestern)). "East Flow" shall mean gas transported from East-of-Thoreau receipt points (to include receipts from Window Rock and Thoreau) to East-of-Thoreau delivery points.

3/ The rates stated in 2/, 6/, 9/, 13/, 16/, 19, 22, 25 and 29 are inclusive of surcharges.

4/	Primary Point(s) of Receipt -----	Point Name -----
	58646	West Texas Pool
	58649	Central Pool
	58647	Panhandle Pool
	60921	Rio Puerco
	500179	EPNG-Window Rock

	Alternate Point(s) of Receipt -----	Point Name -----
	56709	Thoreau

All East of Thoreau receipt points

5/	Primary Point(s) of Delivery -----	Point Name -----
	8516	Oasis-Blk 16
	56943	Valero Ward
	500515	Valero Pecos
	500168	Westar Ward
	57245	Lone Star Ward
	6828	NGPL Gray
	57274	ANR/TW Red Deer
	8042	PEPL Hansford

	Alternate Point(s) of Delivery -----	Point Name -----
	West Flow	
	57276	CA Pool
	10487	SoCal Needles
	56697	SoCal Topock
	56698	PG&E Topock
	56696	Mojave Topock

Southwest Gas Transmission (when constructed and placed in service)

East Flow

All East of Thoreau delivery points

Effective Date: 03/01/2001 Status: Suspended
 FERC Docket: RP97-288-015

Second Revised Sheet No. 5B.06 Second Revised Sheet No. 5B.06 : Suspended
 Superseding: First Revised Sheet No. 5B.06

- b. If Shipper releases capacity during the term of the FTS-1 Agreement at a rate that exceeds the Discounted Rate, then the amount of the excess shall be treated as Commodity Sales Margins. If Shipper releases capacity at a rate at or below the Discounted Rate, then the demand charges otherwise due and payable to Transwestern shall be reduced in an amount commensurate with the term and quantity of capacity released by Shipper solely for purposes of calculating the Revenue Sharing Threshold. Any adjustment to demand charges for purposes of calculating the Revenue Sharing Threshold does not relieve Shipper of any obligation to pay all charges pursuant to the FTS-1 Agreement or Transwestern's FERC Gas Tariff.
- c. The Commodity Sales Margins shall be calculated according to the following formula:

Commodity Sales Margins = Actual quantity of East Flow volumes transported pursuant to this FTS-1 Agreement multiplied by ((the difference in the commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Permian Basin, midpoint Tex intras, Waha area minus midpoint Transwestern) minus the commodity rate of \$0.0093/MMBtu minus the cost of fuel (applicable fuel charge under Transwestern's FERC Gas Tariff multiplied by the commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Permian Basin, midpoint Transwestern)). "East Flow" shall mean gas transported from East-of-Thoreau receipt points (to include receipts from Window Rock and Thoreau) to East-of-Thoreau delivery points.

3/ The rates stated in 2/, 6/, 9/, 13/, 16/, 19, 22, 25, 29 and 32 are inclusive of surcharges.

4/	Primary Point(s) of Receipt -----	Point Name -----
	58646	West Texas Pool
	58649	Central Pool
	58647	Panhandle Pool
	60921	Rio Puerco
	500179	EPNG-Window Rock

Alternate Point(s) of Receipt -----	Point Name -----
56709	Thoreau

All East of Thoreau receipt points

5/	Primary Point(s) of Delivery -----	Point Name -----
	8516	Oasis-Blk 16
	56943	Valero Ward
	500515	Valero Pecos
	500168	Westar Ward
	57245	Lone Star Ward
	6828	NGPL Gray
	57274	ANR/TW Red Deer
	8042	PEPL Hansford

Alternate Point(s) of Delivery -----	Point Name -----
West Flow	
57276	CA Pool
10487	SoCal Needles
56697	SoCal Topock
56698	PG&E Topock
56696	Mojave Topock
	Southwest Gas Transmission (when constructed and placed in service)

East Flow

All East of Thoreau delivery points

Effective Date: 11/01/2001 Status: Suspended
FERC Docket: RP97-288-017

Fourth Revised Sheet No. 5B.06 Fourth Revised Sheet No. 5B.06 : Suspended
Superseding: Third Revised Sheet No. 5B.06

3/ The rates stated in 2/, 6/ and 9/ are inclusive of surcharges.

Primary Point(s) of Receipt	Point Name
58646	West Texas Pool
58649	Central Pool
58647	Panhandle Pool
60921	Rio Puerco
500179	EPNG-Window Rock

Alternate Point(s) of Receipt	Point Name
56709	Thoreau

All East of Thoreau receipt points

Primary Point(s) of Delivery	Point Name
8516	Oasis-Blk 16
56943	Valero Ward
500515	Valero Pecos
500168	Westar Ward
57245	Lone Star Ward
6828	NGPL Gray
57274	ANR/TW Red Deer
8042	PEPL Hansford

Alternate Point(s) of Delivery	Point Name
West Flow	
57276	CA Pool
10487	SoCal Needles
56697	SoCal Topock
56698	PG&E Topock
56696	Mojave Topock
78003	Southwest Gas Transmission
78113	Calpine South Point
78069	Citizens' Griffith Power Plant

East Flow

All East of Thoreau delivery points

Effective Date: 07/01/2002 Status: Effective
 FERC Docket: RP97-288-022

Eighth Revised Sheet No. 5B.06 Eighth Revised Sheet No. 5B.06 : Effective
 Superseding: Seventh Revised Sheet No. 5B.06

3/ For East to East flow, the reservation rate is \$0.025/MMBtu/day and the commodity rate is the maximum commodity rate. For East to West flow, the combined reservation and commodity rate is as follows:

East to West Flow

All West of Thoreau deliveries to SoCal Needles (POI # 10487):
 (The commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Others, SoCal gas, large pkgs., minus the commodity price reported in Gas Daily, Daily Price Survey, Permian Basin Area, Transwestern, minus Reservation Charge for East to East flow minus applicable mainline fuel, valued at Gas Daily TW Permian price) multiplied by 0.30. Rate includes all currently applicable surcharges. In no event shall the resultant rate be less than \$0.0246/MMBtu.

All West of Thoreau deliveries to PG&E Topock (POI # 56698):
 (The commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Others, PG&E, large Pkgs., minus the commodity price reported in Gas Daily, Daily Price Survey, Permian Basin Area, Transwestern, minus Reservation Charge for East to East flow minus applicable mainline fuel, valued at Gas Daily TW Permian price) multiplied by 0.30. Rate includes all currently applicable surcharges. In no event shall the resultant rate be less than \$0.0246/MMBtu.

All West of Thoreau deliveries to locations other than PG&E Topock and SoCal Needles:
 (The lower of the commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Others, PG&E, large pkgs. or SoCal gas, large pkgs., minus the commodity price reported in Gas Daily, Daily Price Survey, Permian Basin Area, Transwestern, minus Reservation Charge for East to East flow minus Applicable mainline fuel, valued at Gas Daily TW Permian price) multiplied by 0.30. Rate includes all currently applicable surcharges. In no event shall the resultant rate be less than \$0.0246/MMBtu.

The term is from April 1, 2002 through March 31, 2003

4/ Primary Point(s) of Receipt	Point Name
-----	-----
58646	West Texas Pool
58649	Central Pool
58647	Panhandle Pool
60921	Rio Puerco
500179	EPNG-Window Rock

Alternate Point(s) of Receipt	Point Name
-----	-----
56709	Thoreau

All East of Thoreau receipt points

5/ Primary Point(s) of Delivery	Point Name
-----	-----
8516	Oasis-Blk 16
56943	Valero Ward
500515	Valero Pecos
500168	Westar Ward
57245	Lone Star Ward
6828	NGPL Gray
57274	ANR/TW Red Deer
8042	PEPL Hansford

Alternate Point(s) of Delivery	Point Name
-----	-----
West Flow	
57276	CA Pool
10487	SoCal Needles

56697	SoCal Topock
56698	PG&E Topock
56696	Mojave Topock
78003	Southwest Gas Transmission
78113	Calpine South Point
78069	Citizens' Griffith Power Plant

Effective Date: 12/01/2000 Status: Suspended
FERC Docket: RP97-288-006

Second Revised Sheet No. 5B.07 Second Revised Sheet No. 5B.07 : Suspended
Superseding: First Revised Sheet No. 5B.07

6/ The total rate is \$1.00/MMBtu/day.

7/ Point(s) of Receipt	Point Name
----- 56498	----- Bloomfield Compressor

8/ Point(s) of Delivery	Point Name
----- 56698	----- PG&E Topock

Effective Date: 02/01/2001 Status: Suspended
FERC Docket: RP97-288-009

Fifth Revised Sheet No. 5B.07 Fifth Revised Sheet No. 5B.07 : Suspended
Superseding: Fourth Revised Sheet No. 5B.07

- 6/ The total rate is \$.50/MMBtu/day
- 7/ Point(s) of Receipt Point Name

 56498 Bloomfield Compressor
- 8/ Point(s) of Delivery Point Name

 56943 Valero Ward
- 9/ For any day volumes are scheduled during the month of
February 2001, the rate shall be as follows:
- (a) Gas Daily, SoCal Large Pkgs Midpoint minus Gas
 Daily, TW San Juan (Blanco) Midpoint minus Fuel
 minus \$.50.
- (b) Gas Daily, SoCal Large Pkgs Midpoint minus Gas
 Daily, El Paso Permian Midpoint minus Fuel minus
 \$.50.
- 10/ Point(s) of Receipt Point Name

 (a) 56498 Bloomfield Compressor
 (b) 58646 West Texas Pool
- 11/ Point(s) of Delivery Point Name

 (a) 10487 SoCal Needles
 (b) 10487 SoCal Needles
- 12/ (a) 10,000 MMBtu/day
 (b) 5,000 MMBtu/day

Effective Date: 02/02/2001 Status: Suspended
FERC Docket: RP97-288-010

Sixth Revised Sheet No. 5B.07 Sixth Revised Sheet No. 5B.07 : Suspended
Superseding: Fifth Revised Sheet No. 5B.05

- 6/ The total rate is \$.50/MMBtu/day
- 7/ Point(s) of Receipt Point Name

56498 Bloomfield Compressor
- 8/ Point(s) of Delivery Point Name

56943 Valero Ward
- 9/ For any day volumes are scheduled during the month of February 2001, the rate shall be as follows:
- (a) Gas Daily, SoCal Large Pkgs Midpoint minus Gas Daily, TW San Juan (Blanco) Midpoint minus Fuel minus \$.50.
 - (b) Gas Daily, SoCal Large Pkgs Midpoint minus Gas Daily, El Paso Permian Midpoint minus Fuel minus \$.50.
- 10/ Point(s) of Receipt Point Name

(a) 56498 Bloomfield Compressor
(b) 58646 West Texas Pool
- 11/ Point(s) of Delivery Point Name

(a) 10487 SoCal Needles
(b) 10487 SoCal Needles
- 12/ (a) 10,000 MMBtu/day
(b) 5,000 MMBtu/day
- 13/ For any day volumes are scheduled during the period of February 2, 2001 though February 28, 2001, the rate shall be Gas Daily, SoCal Large Pkgs Midpoint minus Gas Daily, El Paso Permian Midpoint minus Fuel times 50 percent.
- 14/ Point(s) of Receipt Point Name

1190 Keystone Plant
- 15/ Point(s) of Delivery Point Name

56690 Mojave Topock

Effective Date: 02/02/2001 Status: Suspended
FERC Docket: RP97-288-013

Substitute Sixth Revised Sheet No. 5B.07 Substitute Sixth Revised Sheet No. 5B.07 : Suspended
Superseding: Fifth Revised Sheet No. 5B.07

- 6/ The total rate is \$.50/MMBtu/day
- 7/ Point(s) of Receipt Point Name

56498 Bloomfield Compressor
- 8/ Point(s) of Delivery Point Name

56943 Valero Ward
- 9/ For any day volumes are scheduled during the month of February 2001, the rate shall be as follows:
- (a) Gas Daily, SoCal Large Pkgs Midpoint minus Gas Daily, TW San Juan (Blanco) Midpoint minus Fuel minus \$.50.
 - (b) Gas Daily, SoCal Large Pkgs Midpoint minus Gas Daily, El Paso Permian Midpoint minus Fuel minus \$.50.
- 10/ Point(s) of Receipt Point Name

(a) 56498 Bloomfield Compressor
(b) 58646 West Texas Pool
- 11/ Point(s) of Delivery Point Name

(a) 10487 SoCal Needles
(b) 10487 SoCal Needles
- 12/ (a) 10,000 MMBtu/day
(b) 5,000 MMBtu/day
- 13/ For any day volumes are scheduled during the period of February 2, 2001 through February 28, 2001, the rate shall be (Gas Daily, SoCal Large Pkgs Midpoint less Gas Daily, El Paso Permian Midpoint less Fuel less daily marketing fee) times 50 percent.
- 14/ Point(s) of Receipt Point Name

1190 Keystone Plant
- 15/ Point(s) of Delivery Point Name

56690 Mojave Topock

Effective Date: 02/06/2001 Status: Suspended
FERC Docket: RP97-288-013

Sub Seventh Revised Sheet No. 5B.07 Sub Seventh Revised Sheet No. 5B.07 : Suspended
Superseding: Sixth Revised Sheet No. 5B.07

6/ The total rate is \$.50/MMBtu/day

7/	Point(s) of Receipt	Point Name
	-----	-----
	56498	Bloomfield Compressor

8/	Point(s) of Delivery	Point Name
	-----	-----
	56943	Valero Ward

9/ From February 6 to February 28, 2001, the combined reservation and commodity transportation rate ("Rate") for the FTS-1 Agreement shall be calculated according to the following formula:

The Gross Margin (defined below) booked by Shipper for all natural gas sold by Shipper that was transported using capacity subject to the FTS-1 Agreement minus the Fuel Value (calculated as the applicable volumetric percentage of fuel assessed under Transwestern's FERC Gas Tariff times the applicable Gas Daily midpoint price for receipts in the applicable receipt area; TW SJ (Blanco), for San Juan receipts, and El Paso, Permian Basin Area, for East of Thoreau receipts) minus \$0.50/MMBtu.

The Rate includes any and all applicable pipeline surcharges. In no event shall the Rate be less than zero. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. Gross Margin shall be the difference between the sales price per MMBtu to be received by Sempra and the commodity price per MMBtu paid by Sempra for all gas sold by Sempra each day on the margin that was transported using capacity subject to the FTS-1 Agreement.

10/	Point(s) of Receipt	Point Name
	-----	-----
	(a) 56498	Bloomfield Compressor
	(b) 58646	West Texas Pool

11/	Point(s) of Delivery	Point Name
	-----	-----
	(a) 10487	SoCal Needles
	(b) 10487	SoCal Needles

12/ (a) 10,000 MMBtu/day
(b) 5,000 MMBtu/day

13/ For any day volumes are scheduled during the period of February 2, 2001 through February 28, 2001, the rate shall be (Gas Daily, SoCal Large Pkgs Midpoint less Gas Daily, El Paso Permian Midpoint less Fuel less daily marketing fee) times 50 percent.

14/	Point(s) of Receipt	Point Name
	-----	-----
	1190	Keystone Plant

15/	Point(s) of Delivery	Point Name
	-----	-----
	56690	Mojave Topock

Effective Date: 02/28/2001 Status: Suspended
FERC Docket: RP97-288-011

Seventh Revised Sheet No. 5B.07 Seventh Revised Sheet No. 5B.07 : Suspended
Superseding: Sixth Revised Sheet No. 5B.07

6/ The total rate is \$.50/MMBtu/day

Point(s) of Receipt	Point Name
56498	Bloomfield Compressor

Point(s) of Delivery	Point Name
56943	Valero Ward

9/ From February 6 to February 28, 2001, the combined reservation and commodity transportation rate ("Rate") for the FTS-1 Agreement shall be calculated according to the following formula:

The Gross Margin (defined below) booked by Shipper for all natural gas sold by Shipper that was transported using capacity subject to the FTS-1 Agreement minus the Fuel Value (calculated as the applicable volumetric percentage of fuel assessed under Transwestern's FERC Gas Tariff times the applicable Gas Daily midpoint price for receipts in the applicable receipt area; TW SJ (Blanco), for San Juan receipts, and El Paso, Permian Basin Area, for East of Thoreau receipts) minus \$0.50/MMBtu.

The Rate includes any and all applicable pipeline surcharges. In no event shall the Rate be less than zero. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. Gross Margin shall be the difference between the sales price per MMBtu to be received by Sempra and the commodity price per MMBtu paid by Sempra for all gas sold by Sempra each day on the margin that was transported using capacity subject to the FTS-1 Agreement.

Point(s) of Receipt	Point Name
(a) 56498	Bloomfield Compressor
(b) 58646	West Texas Pool

Point(s) of Delivery	Point Name
(a) 10487	SoCal Needles
(b) 10487	SoCal Needles

12/ (a) 10,000 MMBtu/day
(b) 5,000 MMBtu/day

13/ For any day volumes are scheduled during the period of February 2, 2001 through February 28, 2001, the rate shall be Gas Daily, SoCal Large Pkgs Midpoint minus Gas Daily, El Paso Permian Midpoint minus Fuel times 50 percent.

Point(s) of Receipt	Point Name
1190	Keystone Plant

Point(s) of Delivery	Point Name
56690	Mojave Topock

Effective Date: 10/01/2002 Status: Effective
FERC Docket: RP97-288-027

Tenth Revised Sheet No. 5B.07 Tenth Revised Sheet No. 5B.07 : Effective
Superseding: Ninth Revised Sheet No. 5B.07

East Flow

All East of Thoreau delivery points

- 6/ The East to West flow is a combined commodity and reservation rate. Transwestern shall allocate the combined rate between the reservation and commodity components inclusive of currently applicable surcharges.

All West of Thoreau deliveries except PG&E Topock (POI #56698) and Mojave Topock (POI #56696):

(The commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Others, So Cal gas, large pkgs., minus the commodity price reported in Gas Daily, Daily Price Survey, Permian Basin Area, Transwestern, minus Reservation Charge for East to East flow minus applicable mainline fuel, valued at Gas Daily TW Permian price) multiplied by 0.30. Rate includes all currently applicable surcharges. In no event shall the resultant commodity rate be less than \$0.0246/MMBtu.

All West of Thoreau deliveries to PG&E Topock (POI # 56698) and Mojave Topock (POI #56696):

(The commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Others, PG&E, large pkgs., minus the commodity price reported in Gas Daily, Daily Price Survey, Permian Basin Area, Transwestern, minus Reservation Charge for East to East flow minus applicable mainline fuel, valued at Gas Daily TW Permian price) multiplied by 0.30. Rate included all currently applicable surcharges. In no event shall the resultant commodity rate be less than \$0.0246/MMBtu.

The Reservation Charge for East to East flow referenced above is equal to \$0.0325/MMBtu.

The term is from April 1, 2002 through March 31, 2003.

- | | | |
|----|-------------------------------|--------------------------|
| 7/ | Primary Point(s) of Receipt | Point Name |
| | ----- | ----- |
| | 58646 | West Texas Pool |
| | 58649 | Central Pool |
| | Alternate Point(s) of Receipt | Point Name |
| | ----- | ----- |
| | 66709 | Thoreau * |
| | Various | Points East of Thoreau * |

* for alternate deliveries to POI #57276 - CA Pool, POI #10487 - SoCal Needles, POI #56697 - SoCal Topock, POI #56696 - Mojave Topock, POI #78008 - Southwest Gas Transmission, POI #78113 - Calpine South Point and POI #78069 - Citizens Griffith Power Plant.

- | | | |
|----|--------------------------------|---------------------------------|
| 8/ | Alternate Point(s) of Delivery | Point Name |
| | ----- | ----- |
| | Various | West of Thoreau |
| | 56698 | PG&E Topock |
| | 57276 | CA Pool * |
| | 10487 | SoCal Needles * |
| | 56697 | SoCal Topock * |
| | 56696 | Mojave Topock * |
| | 78008 | Southwest Gas Transmission * |
| | 78113 | Calpine South Point * |
| | 78069 | Citizens Griffith Power Plant * |

* from alternate receipts POI #66709 - Thoreau and various POIs - East of Thoreau

Effective Date: 03/01/2001 Status: Suspended
FERC Docket: RP97-288-014

First Revised Sheet No. 5B.08 First Revised Sheet No. 5B.08 : Suspended

Superseding: Original Sheet No. 5B.08

16/ For the period February 23 to February 28, 2001, the combined reservation and commodity transportation rate ("Rate") for the FTS-1 Agreement shall be calculated according to the following formula:

The Gross Margin (defined below) booked by Shipper for all natural gas sold by Shipper that was transported using capacity subject to the FTS-1 Agreement minus the Fuel Value (calculated as the applicable volumetric percentage of fuel assessed under Transwestern's FERC Gas Tariff times the applicable Gas Daily midpoint price for receipts in the El Paso, Permian Basin Area) times 40 percent.

The Rate includes any and all applicable pipeline surcharges. In no event shall the Rate be less than zero. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. Gross Margin shall be the difference between the sales price per MMBtu to be received by Richardson Products Company and the commodity price per MMBtu paid by Richardson Products Company for all gas sold by Richardson Products Company each day that was transported using capacity subject to the FTS-1 Agreement.

17/ Point(s) of Receipt Point Name

1190 Keystone Plant

18/ Point(s) of Delivery Point Name

10487 SoCal Needles

19/ The rate shall be the Gas Daily, PG&E Large Pkgs Midpoint minus Gas Daily, El Paso San Juan Non-Bondad Midpoint minus applicable tariff fuel (calculated as the applicable volumetric percentage of fuel assessed under Transwestern's FERC Gas Tariff times the applicable Gas Daily midpoint price for receipts in the El Paso, San Juan Non-Bondad Basin) minus \$0.30 times 50 percent.

The Rate includes any and all applicable pipeline surcharges. In no event shall the Rate be less than zero. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges.

20/ Point(s) of Receipt Point Name

58648 San Juan Pool

21/ Point(s) of Delivery Point Name

56422 PNM Bloomfield

22/ From March 1 to March 31, 2001, the combined reservation and commodity transportation rate ("Rate") for the FTS-1 Agreement shall be calculated according to the following formula:

The Gross Margin (defined below) booked by Shipper for all natural gas sold by Shipper that was transported using capacity subject to the FTS-1 Agreement minus the Fuel Value (calculated as the applicable volumetric percentage of fuel assessed under Transwestern's FERC Gas Tariff times the applicable Gas Daily midpoint price for receipts in the El Paso, Permian Basin Area, for East of Thoreau receipts) times 50 percent.

The Rate includes any and all applicable pipeline surcharges. In no event shall the Rate be less than zero. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. Gross Margin shall be the difference between the sales price per MMBtu to be received by Richardson and the commodity price per MMBtu paid by Richardson for all gas sold by Richardson each day that was transported using capacity subject to the FTS-1 Agreement.

23/ Point(s) of Receipt Point Name

1190 Keystone Plant

24/ Point(s) of Delivery Point Name

56670 Mojave Topock

Effective Date: 02/21/2003 Status: Effective
FERC Docket: RP03-237-002

Eighth Revised Sheet No. 5B.08 Eighth Revised Sheet No. 5B.08 : Effective
Superseding: Seventh Revised Sheet No. 5B.08

- 9/ Negotiated rate contract expired; footnote language terminated.
- 10/ Negotiated rate contract expired; footnote language terminated.
- 11/ Negotiated rate contract expired; footnote language terminated.
- 12/ Negotiated rate contract expired; footnote language terminated.
- 13/ Negotiated rate contract expired; footnote language terminated.
- 14/ Negotiated rate contract expired; footnote language terminated.
- 15/ For East to East flow, the reservation rate is \$0.035/MMBtu and the commodity rate is the minimum commodity rate. For East to West flow, the combined reservation and commodity rate is as follows:

East to West Flow

All West of Thoreau deliveries to SoCal Needles (POI # 10487):
(The commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Others, SoCal gas, large pkgs., minus the commodity price reported in Gas Daily, Daily Price Survey, El Paso Permian Basin Area, minus Reservation Charge for East to East flow and minus applicable mainline fuel valued at Gas Daily El Paso Permian price) multiplied by 0.50. Rate includes all currently applicable surcharges. In no event shall the resultant rate be less than \$0.0246/MMBtu.

All West of Thoreau deliveries to PG&E Topock (POI # 56698):
(The commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Others, PG&E, large Pkgs., minus the commodity price reported in Gas Daily, Daily Price Survey, El Paso Permian Basin Area, minus Reservation Charge for East to East flow and minus applicable mainline fuel valued at Gas Daily El Paso Permian price) multiplied by 0.50. Rate includes all currently applicable surcharges. In no event shall the resultant rate be less than \$0.0246/MMBtu.

All West of Thoreau deliveries to locations other than PG&E Topock and SoCal Needles:
(The lower of the commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Others, PG&E, large pkgs. or SoCal gas, large pkgs., minus the commodity price reported in Gas Daily, Daily Price Survey, El Paso Permian Basin Area, minus Reservation Charge for East to East flow and minus applicable mainline fuel valued at Gas Daily El Paso Permian price) multiplied by 0.50. Rate includes all currently applicable surcharges. In no event shall the resultant rate be less than \$0.0246/MMBtu.

The term is from June 1, 2002 through May 31, 2003.

25/ For the period March 1 to March 31, 2001, the combined reservation and commodity transportation rate ("Rate") for the FTS-1 Agreement shall be calculated according to the following formula:

The Gross Margin (defined below) booked by Shipper for all natural gas sold by Shipper that was transported using capacity subject to the FTS-1 Agreement minus the Fuel Value (calculated as the applicable volumetric percentage of fuel assessed under Transwestern's FERC Gas Tariff times the applicable Gas Daily midpoint price for receipts in the applicable area; TW SJ (Blanco) for San Juan receipts, and El Paso Permian Basin Area for East of Thoreau receipts) times 50 percent.

The Rate includes any and all applicable pipeline surcharges. In no event shall the Rate be less than zero. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. Gross Margin shall be the difference between the sales price per MMBtu to be received by Sempra and the commodity price per MMBtu paid by Sempra for all gas sold by Sempra each day that was transported using capacity subject to the FTS-1 Agreement.

26/	Point(s) of Receipt ----- (a) 56498 (b) 58646	Point Name ----- Bloomfield Compressor West Texas Pool
-----	--	---

27/	Point(s) of Delivery ----- (a) 10487 (b) 10487	Point Name ----- SoCal Needles SoCal Needles
-----	---	---

28/ (a) 10,000 MMBtu/day
 (b) 5,000 MMBtu/day

29/ For the period March 1 to March 31, 2001, the combined reservation and commodity transportation rate ("Rate") for the FTS-1 Agreement shall be as follows:

- a. For receipts and deliveries at the primary point of receipt and delivery set forth on Appendix A to the FTS-1 Agreement, the Rate shall be \$0.01/MMBtu.
- b. For alternate deliveries to points West of Thoreau, the Rate shall be calculated according to the following formula:

Gas Daily SoCal Large Pkgs midpoint minus Gas Daily Transwestern Permian Basin Area midpoint minus applicable tariff fuel (calculated as the applicable volumetric percentage of fuel assessed under Transwestern's FERC Gas Tariff times the applicable Gas Daily midpoint price for receipts in the Transwestern Permian Basin Area, for East of Thoreau receipts) times 30 percent.

30/	Point(s) of Receipt ----- 58646	Point Name ----- West Texas Pool
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31/	Point(s) of Delivery ----- 58649	Point Name ----- Central Pool
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Substitute Original Sheet No. 5B.09 Substitute Original Sheet No. 5B.09 : Suspended

25/ For the period March 1 to March 31, 2001, the combined reservation and commodity transportation rate ("Rate") for the FTS-1 Agreement shall be calculated according to the following formula:

The Gross Margin (defined below) booked by Shipper for all natural gas sold by Shipper that was transported using capacity subject to the FTS-1 Agreement minus the Fuel Value (calculated as the applicable volumetric percentage of fuel assessed under Transwestern's FERC Gas Tariff times the applicable Gas Daily midpoint price for receipts in the applicable area; TW SJ (Blanco) for San Juan receipts, and El Paso Permian Basin Area for East of Thoreau receipts) times 50 percent.

The Rate includes any and all applicable pipeline surcharges. In no event shall the Rate be less than zero. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. Gross Margin shall be the difference between the sales price per MMBtu to be received by Sempra and the commodity price per MMBtu paid by Sempra for all gas sold by Sempra each day that was transported using capacity subject to the FTS-1 Agreement.

26/	Point(s) of Receipt	Point Name
	-----	-----
	(a) 56498	Bloomfield Compressor
	(b) 58646	West Texas Pool

27/	Point(s) of Delivery	Point Name
	-----	-----
	(a) 10487	SoCal Needles
	(b) 10487	SoCal Needles

28/ (a) 10,000 MMBtu/day
(b) 5,000 MMBtu/day

29/ For the period March 1 to March 31, 2001, the combined reservation and commodity transportation rate ("Rate") for the FTS-1 Agreement shall be as follows:

- a. For receipts and deliveries at the primary point of receipt and delivery set forth on Appendix A to the FTS-1 Agreement, the Rate shall be \$0.01/MMBtu.
- b. For alternate deliveries to points West of Thoreau, the Rate shall be calculated according to the following formula:

Gas Daily SoCal Large Pkgs midpoint minus Gas Daily Transwestern Permian Basin Area midpoint minus applicable tariff fuel (calculated as the applicable volumetric percentage of fuel assessed under Transwestern's FERC Gas Tariff times the applicable Gas Daily midpoint price for receipts in the Transwestern Permian Basin Area, for East of Thoreau receipts) times 30 percent.

30/	Point(s) of Receipt	Point Name
	-----	-----
	58646	West Texas Pool

31/	Point(s) of Delivery	Point Name
	-----	-----
	Various	All alternate points West of Thoreau

Effective Date: 07/01/2002 Status: Effective
FERC Docket: RP97-288-022

Third Revised Sheet No. 5B.09 Third Revised Sheet No. 5B.09 : Effective
Superseding: Second Revised Sheet No. 5B.09

16/	Primary Point(s) of Receipt	Point Name
	1190	Sid Richardson Keystone Winkler Plant
-----		-----
	Alternate Point(s) of Receipt	Point Name
	56709	Thoreau

All East of Thoreau receipt points

17/	Primary Point(s) of Delivery	Point Name
	500154	Lone Star (Pecos)
-----		-----
	Alternate Point(s) of Delivery	Point Name
	West Flow	
	57276	CA Pool
	10487	SoCal Needles
	56697	SoCal Topock
	56698	PG&E Topock
	56696	Mojave Topock
	78003	Southwest Gas Transmission
	78113	Calpine South Point
	78069	Citizen's Griffith Power Plant
	East Flow	

All East of Thoreau delivery points

18/ Negotiated rate contract expired; footnote language terminated.
19/ Negotiated rate contract expired; footnote language terminated.
20/ Negotiated rate contract expired; footnote language terminated.
21/ Negotiated rate contract expired; footnote language terminated.
22/ Negotiated rate contract expired; footnote language terminated.
23/ Negotiated rate contract expired; footnote language terminated.

Effective Date: 03/01/2001 Status: Suspended
 FERC Docket: RP97-288-015

Original Sheet No. 5B.10 Original Sheet No. 5B.10 : Suspended

32/ The East to West flow is a combined commodity and reservation rate. Transwestern shall allocate the combined rate between the reservation and commodity components inclusive of currently applicable surcharges.

All West of Thoreau deliveries except PG&E Topock (POI #56698):

 (The commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Others, So Cal gas, large pkgs., minus the commodity price reported in Gas Daily, Daily Price Survey, Permian Basin Area, Transwestern, minus Reservation Charge for East to East flow minus applicable mainline fuel, valued at Gas Daily TW Permian price) multiplied by 0.30. Rate includes all currently applicable surcharges. In no event shall the resultant commodity rate be less than \$0.0246/MMBtu.

All West of Thoreau deliveries to PG&E Topock (POI # 56698):

 (The commodity price for natural gas as reported in Gas Daily, Daily Price Survey, Others, PG&E, large pkgs., minus the commodity price reported in Gas Daily, Daily Price Survey, Permian Basin Area, Transwestern, minus Reservation Charge for East to East flow minus applicable mainline fuel, valued at Gas Daily TW Permian price) multiplied by 0.30. Rate included all currently applicable surcharges. In no event shall the resultant commodity rate be less than \$0.0246/MMBtu.

The Reservation Charge for East to East flow referenced above is equal to \$0.0325/MMBtu.

33/	Primary Point(s) of Receipt -----	Point Name -----
	58646	West Texas Pool
	58649	Central Pool
	Alternate Point(s) of Receipt -----	Point Name -----
	66709	Thoreau *
	Various	Points East of Thoreau *

* for alternate deliveries to POI #57276 - CA Pool, POI #10487 - SoCal Needles, POI #56697 - SoCal Topock, POI #56696 - Mojave Topock, POI #78008 - Southwest Gas Transmission, POI #78113 - Calpine South Point and POI #78069 - Citizens Griffith Power Plant.

34/	Alternate Point(s) of Delivery -----	Point Name -----
	Various	West of Thoreau
	56698	PG&E Topock
	57276	CA Pool *
	10487	SoCal Needles *
	56697	SoCal Topock *
	56696	Mojave Topock *
	78008	Southwest Gas Transmission *
	78113	Calpine South Point *
	78069	Citizens Griffith Power Plant *

* from alternate receipts POI #66709 - Thoreau and various POIs - East of Thoreau

Effective Date: 07/01/2002 Status: Effective
FERC Docket: RP97-288-022

Third Revised Sheet No. 5B.10 Third Revised Sheet No. 5B.10 : Effective
Superseding: Second Revised Sheet No. 5B.10

(24) The combined reservation and commodity rate is \$2.20/MMBtu/day. The rate includes all applicable surcharges. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. The applicable fuel rate is 5%.

The term is from June 15, 2002 through June 14, 2003.

(25)	Primary Point(s) of Receipt	Point Name
	58646	West Texas Pool
	78093	El Paso/TW Eddy Rec

(26)	Primary Point(s) of Delivery	Point Name
	10487	SoCal Needles
	56698	PG&E ToPock

(27) The combined reservation and commodity rate is \$0.3800/MMBtu/day. The rate includes all applicable surcharges. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. The applicable fuel rate is 5%.

The term is from June 15, 2002 through June 14, 2017.

(28)	Primary Point(s) of Receipt	Point Name
	58646	West Texas Pool

(29)	Primary Point(s) of Delivery	Point Name
	10487	SoCal Needles

(30) The combined reservation and commodity rate is \$0.385/MMBtu/day. The rate includes all applicable surcharges. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. The applicable fuel rate is 5%.

The term is from June 15, 2002 through June 14, 2017.

(31)	Primary Point(s) of Receipt	Point Name
	58646	West Texas Pool

(32)	Primary Point(s) of Delivery	Point Name
	10487	SoCal Needles

(33) The combined reservation and commodity rate is \$0.3800/MMBtu/day. The rate includes all applicable surcharges. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. The applicable fuel rate is 5%.

The term is from June 15, 2002 through June 14, 2012.

(34)	Primary Point(s) of Receipt	Point Name
	78311	Agave Loco/Eddy County

Effective Date: 07/12/2002 Status: Effective
FERC Docket: RP97-288-024

Second Revised Sheet No. 5B.11 Second Revised Sheet No. 5B.11 : Effective
Superseding: First Revised Sheet No. 5B.11

(35) Primary Point(s) of Delivery Point Name
10487 SoCal Needles

(36) The combined reservation and commodity rate is \$0.42/MMBtu/day. The rate includes all applicable surcharges. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. The applicable fuel rate is 5%.

The term is from June 15, 2002 through September 14, 2014.

(37) Primary Point(s) of Receipt Point Name
58646 West Texas Pool

(38) Primary Point(s) of Delivery Point Name
10487 SoCal Needles

(39) The combined reservation and commodity rate is \$0.38/MMBtu/day. The rate includes all applicable surcharges. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. The applicable fuel rate is 5%.

The term is from June 15, 2002 through July 14, 2032.

(40) Primary Point(s) of Receipt Point Name
58646 West Texas Pool

(41) Primary Point(s) of Delivery Point Name
10487 SoCal Needles
78069 Citizens Griffith Energy Del

(42) The combined reservation and commodity rate is \$0.2250/MMBtu/day. The rate includes all applicable surcharges. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. The applicable fuel rate is 5%.

The term is from June 15, 2002 through June 14, 2007.

(43) Primary Point(s) of Receipt Point Name
58646 West Texas Pool

(44) Primary Point(s) of Delivery Point Name
56698 PG&E Topock

(45) The combined reservation and commodity rate from the contract start date until March 31, 2003 is \$1.75/MMBtu/day. The combined reservation and commodity rate from April 1, 2003 until the contract termination date is \$0.750/MMBtu/day. The rate includes all applicable surcharges. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. The applicable fuel rate is 5%.

The term is from June 15, 2002 through March 31, 2004.

Effective Date: 02/21/2003 Status: Effective
FERC Docket: RP03-237-002

Third Revised Sheet No. 5B.12 Third Revised Sheet No. 5B.12 : Effective
Superseding: Second Revised Sheet No. 5B.12

- (46) Primary Point(s) of Receipt Point Name
58646 West Texas Pool
- (47) Primary Point(s) of Delivery Point Name
10487 SoCal Needles
- (48) The contract volume is 1,700 MMBtu/day through June 14, 2003, then the contract volume increases to 5,000 MMBtu/day.
- (49) Negotiated rate contract expired; footnote language terminated.
- (50) Negotiated rate contract expired; footnote language terminated.
- (51) Negotiated rate contract expired; footnote language terminated.
- (52) The combined reservation and commodity rate is \$0.3800/MMBtu/day. The rate includes all applicable pipeline surcharges. Transwestern shall allocate the Rate between reservation and commodity components inclusive of surcharges. The applicable fuel rate is 5%. The term is from July 1, 2002 through June 30, 2017.
- (53) Primary Point(s) of Receipt Point Name
58646 West Texas Pool
- (54) Primary Point(s) of Delivery Point Name
56698 PG&E Topock
- (55) The combined reservation and commodity rate shall be (a) a reservation charge of \$0.035/MMBtu multiplied by the daily contract quantity (MAXDTQ), plus (b) a usage charge of \$0.07 multiplied by the quantity of gas scheduled on the applicable day. The rate includes all applicable surcharges. The contract volume is 30,000 MMBtu/day through October 31, 2002, then the contract volume increases to 35,000 MMBtu/day. The term is from October 1, 2002 through April 30, 2003.
- (56) Primary Point(s) of Receipt Point Name
58646 West Texas Pool
58649 Central Pool
- (57) Primary Point(s) of Delivery Point Name
60921 PNM Rio Puerro Bi-Del
- Alternate Point(s) of Delivery Point Name
58710 PNM Thompson

Effective Date: 04/01/1993 Status: Effective
 FERC Docket: RP93- 56-000

65th Revised Sheet No. 6 65th Revised Sheet No. 6 : Effective
 Superseding: 63rd Revised Sheet No. 6

CURRENTLY EFFECTIVE TRANSPORTATION RATES
 Applicable to Rate Schedule FTS-1

	Reservation Charge (\$/dth)	Transport Maximum Commodity	Rates (\$/dth) Minimum Commodity
FTS-1 Transmission Charge: 1/ 2/ 8/			
Western New Mexico Zone	\$0.0050	\$0.0108	\$0.0108
Central Zone	\$0.0228	\$0.0085	\$0.0025
Panhandle Zone	\$0.0948	\$0.0322	\$0.0099
West Texas Zone	\$0.0347	\$0.0126	\$0.0037
San Juan Lateral Zone 7/	\$0.0745	\$0.0428	\$0.0011
West of Thoreau Zone	\$0.2407	\$0.0818	\$0.0160
Transport Fuel Percentages: 1/ 4/			
Western New Mexico Zone/West of Thoreau Zone		4.99%	5/
Central Zone		0.58%	5/
Panhandle Zone		1.84%	5/
West Texas Zone		0.68%	5/
San Juan Lateral Zone 7/		0.25%	5/
Backhaul 6/		0.00%	0.00%
Production & Gathering Charge:		\$0.0984	\$0.0112
Other Surcharges:			
GRI Demand Surcharge - (Section 21)		\$0.0027	\$0.0000
GRI Commodity Surcharge - (Section 21)		\$0.0147	\$0.0000
ACA Surcharge - (Section 23)		\$0.0022	\$0.0022
TCR Surcharge C - (Section 25) 9/			
Delivery From West of Thoreau Zone		\$0.0166	\$0.0000
Delivery From Panhandle Zone		\$0.0025	\$0.0000
Delivery From West Texas Zone		\$0.0024	\$0.0000

Note: All FOOTNOTES referenced on Sheet No. 6D of this Tariff.

Effective Date: 11/01/1996 Status: Effective

FERC Docket: RP95-271-004

3rd Revised Sheet No. 6B 3rd Revised Sheet No. 6B : Effective
Superseding: 2nd Revised Sheet No. 6B

Notice is hereby given that effective November 1, 1996 information previously shown on this sheet has been canceled.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-005

10th Revised Sheet Nos. 6C-6D 10th Revised Sheet Nos. 6C-6D : Effective
Superseding: 9th Revised Sheet No. 6C

Notice is hereby given that effective February 1, 1993, the information previously shown on Sheet Nos. 6C and 6D has been transferred to Rate Sheets 5 through 5B of this Tariff.

Effective Date: 09/01/1995 Status: Effective
FERC Docket: RP95-271-001

4th Revised Sheet No. 7 4th Revised Sheet No. 7 : Effective
Superseding: 3rd Revised Sheet No. 7

RATE SCHEDULE FTS-1
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available for firm transportation service on a first-come, first-served basis by Transwestern Pipeline Company (Transporter) for any Shipper:

- A. When Shipper has entered into an FTS-1 Service Agreement of the form contained in Transporter's FERC Gas Tariff, and
- B. Where capacity is available on Transporter's system for such firm transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be on a firm basis. Transporter shall be obligated on any day to receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Primary Receipt Points, provided, however, that such quantity shall not exceed the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of Transport Fuel. Transporter may also receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Alternate Receipt Points, provided, however, that the sum of the quantity of gas made available by Transporter for transportation from Primary and Alternate Receipt Points shall not exceed the MAXDTQ specified in the Service Agreement, and subject to the provisions of Section 22 of the General Terms and Conditions of this Tariff. Transporter shall make available for delivery to Shipper at the Primary Delivery Point(s) specified in the Service Agreement, as may be amended upon mutual agreement from time to time, and subject to the availability of capacity and any pending request for capacity, or at Alternate Delivery Points on an interruptible basis, the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

Effective Date: 09/01/1995 Status: Effective

FERC Docket: RP95-271-001

7th Revised Sheet No. 8 7th Revised Sheet No. 8 : Effective

Superseding: 6th Revised Sheet No. 8

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

3. RATE

The applicable rates for the purpose of computing charges under this Rate Schedule are set forth in the currently effective Rate Sheets of this tariff and are incorporated herein. For all natural gas delivered to Shipper each month under this Rate Schedule, Shipper shall pay Transporter each month the sum of the applicable Reservation Charge, Transport Charge and Overrun Charge as set forth in Sections 3.1, 3.2, 3.3, 3.4, 3.5, and 3.6.

- 3.1 (a) Reservation Charge: The applicable Reservation Charge (plus any applicable surcharges) multiplied by the Monthly Demand Billing Units or MAXDTQ related to the Primary Receipt and Delivery Points as set forth in Shipper's currently effective applicable FTS-1 Service Agreement, times the number of days in the billing month.
- (b) Additional Reservation Charge for Alternate Point(s): If a Shipper nominates and transports using Alternate Receipt Point(s) or Alternate Delivery Point(s) that are outside the Shipper's Primary Path, then Shipper will pay an additional reservation charge, not to exceed the maximum applicable tariff rate, as negotiated between Shipper and Transporter, applicable to such service outside the Primary Path. Such rate will apply on a daily basis for as long as any alternate point outside the Primary Path is utilized.
- 3.2 (a) Except as provided in Section 3.2(c), the Reservation Charge that Shipper pays to Transporter under this Rate Schedule shall be reduced at Shipper's election for any failure by Transporter to deliver the quantities of gas that have been nominated and confirmed in accordance with Section 22 of the General Terms and Conditions of this Tariff (up to the aggregate MAXDTQ), less Transport Fuel, during the calendar months of December, January, February, July, and August. The reduction shall be calculated based upon the ratio of (i) the volume of gas that had been nominated and confirmed, less Transport Fuel, but not delivered during the month to (ii) the total volumes of gas nominated and confirmed during the month, less Transport Fuel, times (iii) the total Reservation Charge owed Transporter for that month.

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

- (b) Except as provided in Section 3.2(c), Transporter shall attempt to schedule maintenance of its facilities during months not enumerated under paragraph 3.2(a); however, if Transporter's deliveries of gas to Shipper during such months of quantities nominated and confirmed (up to the aggregate MAXDTQ), less Transport Fuel, fall below seventy-five percent (75%) of such quantities for a period of seventy-five (75) consecutive days, the Reservation Charge applicable to such period shall be reduced and such reduction shall be calculated as provided in Section 3.2(a)(i), (ii) and (iii) above.
- (c) The Reservation Charge reduction shall not, however, apply:
- (i) during periods of unscheduled maintenance not to exceed ten (10) days in any calendar quarter;
 - (ii) during the occurrence of a "force majeure" event as set forth in Section 11.1 of the General Terms and Conditions of this Tariff (but only to the extent of such "force majeure");
 - (iii) to any failure by Transporter to deliver volumes nominated and confirmed in accordance with Section 22 of the General Terms and Conditions of this Tariff up to the aggregate MAXDTQ, which is attributable to the fault (including "force majeure") of Shipper or Shipper's suppliers;
 - (iv) to the extent the Maximum Reservation Charge is discounted to Shipper; and/or
 - (v) to the extent the volumes nominated and confirmed for delivery, less Transport Fuel, in accordance with Section 22 of the General Terms and Conditions of this Tariff (up to the aggregate MAXDTQ) exceeds actual quantities delivered, less Transport Fuel, by five percent (5%) or less, except as otherwise mutually agreed to by Shipper and Transporter.
- Unscheduled maintenance shall mean unanticipated or unplanned maintenance on the pipeline system required to be performed to ensure that gas continues to flow in months other than December, January, February, July, and August.

3.3 Transport Charge: For transportation of natural gas on Transporter's system, the applicable Transport Charge for Rate Schedule FTS-1 shall be multiplied by the quantity of gas scheduled during the month. Except as provided for in Section 3.5, the Maximum Transport Charge shall include (1) Maximum Transmission Charge, as applicable, and (2) all applicable surcharges. In addition, Shipper shall deliver, at the point of receipt under the FTS-1 Service Agreement, Transport Fuel, as set forth in the currently effective Rate Sheets of this Tariff.

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Fourth Revised Sheet No. 9A Fourth Revised Sheet No. 9A : Effective
Superseding: Third Revised Sheet No. 9A

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

- 3.4 Overrun Charge: On any day that gas scheduled from Shipper for transportation is in excess of the MAXDTQ (exclusive of Transport Fuel), then the Transport Charge applicable to such overrun gas shall be the Maximum Transport Charge set forth on the currently effective Rate Sheets for Rate Schedule ITS-1.
- 3.5 Discounted Rates: Transporter may from time to time and at any time at its sole discretion and expense, charge any individual Shipper for transportation service under Rate Schedule FTS-1, a Reservation Charge, a Transport Charge, or an Overrun Charge which is lower than the stated rates set forth in Shipper's FTS-1 Service Agreement or on the currently effective Rate Sheets; provided, however, that such rate charged may not be less than the applicable Minimum Rate set forth on the currently effective Rate Sheets for Rate Schedules FTS-1 and ITS-1. The discounted rate is only applicable to those quantities transported at specified receipt and delivery points. A shipper may request that the discounted rate be extended to alternate receipt or delivery points under its existing agreements, capacity segment contracts under Section 33, or released capacity under Section 30. There is a rebuttal presumption that a shipper holding a discount at a point under its primary contractual capacity path and direction of flow will receive a discounted rate at alternate receipt or delivery points within the same capacity path and direction of flow if Transporter has granted discounts to other similarly situated shippers at such alternate receipt or delivery points utilizing the same capacity path and direction of flow. If a discounted rate is applicable, shipper will pay the higher of its contracted discount rate or the discount rate of such similarly situated shipper.

A shipper seeking to extend a discount to alternate points may submit a request to Transporter prior to any scheduling cycle. Transporter shall act on such requests within two hours during the business day. For overnight requests to retain discounts received after 4:00 pm, Transporter shall act no later than 8:30 am CCT the next business day. Transporter shall not be obligated to process discount requests on the weekend.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shipper(s) affected, the volume transported and any other information which may be required.

- 3.6 Negotiated Rates: Transporter and Shipper may mutually agree to rates for services that may be below the minimum rates or above the maximum rates set forth on the currently effective Rate Sheets for Rate Schedule FTS-1. For each Negotiated Rate transaction, Transporter shall file, at least one day prior to the commencement of service, tariff sheets which include the Shipper, the rate or formula used to calculate the rate, the term, the volume, and the receipt and delivery points applicable to the service.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

2nd Revised Sheet No. 10 2nd Revised Sheet No. 10 : Effective

Superseding: Substitute 1st Revised Sheet No. 10

RATE SCHEDULE FTS-1

Firm Transportation Service

(continued)

4. CHANGES IN RATES

Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to this Rate Schedule, (b) this Rate Schedule, pursuant to which service hereunder is rendered; provided, however, that the firm character of service shall not be subject to change hereunder, and/or (c) any provisions of the General Terms and Conditions applicable to this Rate Schedule. Such changes may include, but shall not be limited to, changes in the Transport Fuel percentages set forth on the currently effective Rate Sheets. Such Transport Fuel percentages may be changed from time to time by Transporter to reflect changes in fuel requirements. Such changes may be implemented through a tariff filing. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b) or (c) above are just and reasonable.

5. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

Transporter shall schedule each Shipper's nominations in accordance with Sections 22 and 27 of the General Terms and Conditions of this Tariff.

Deliveries of gas to Transporter for transportation hereunder shall be made at points on Transporter's pipeline system at a pressure sufficient to enter the pipeline system, and deliveries of gas from Transporter for Shipper shall be made at points on Transporter's pipeline system as scheduled under Shipper's Service Agreement.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

1st Revised Sheet No. 11 1st Revised Sheet No. 11 : Effective

Superseding: Original Sheet No. 11

RATE SCHEDULE FTS-1

Firm Transportation Service

(continued)

6. INSTALLATION OF FACILITITES

- (a) Transporter shall have no obligation to modify its existing facilities or construct new facilities in order to receive or deliver Shipper's gas under this Rate Schedule.
- (b) Subject to the conditions of Paragraph (d) below and upon execution of an agreement mutually agreeable to Shipper and Transporter, Transporter will construct or modify those facilities, reasonably necessary to provide transportation services to Shipper hereunder, that interconnect with facilities which either cross or are adjacent to Transporter's existing facilities, if Shipper reimburses Transporter for the cost of said facilities.
- (c) Subject to the conditions of Paragraphs (d) and (e) below, and on a not unduly discriminatory basis, Transporter may pay for all or part of the cost incurred by Transporter for the modification or construction of taps, valves, measurement equipment, laterals, or other facilities required at receipt or delivery point(s) to effectuate the receipt or delivery of natural gas hereunder, when the construction or modification of such facilities is economically beneficial to Transporter.

For the purposes of determining whether a gas supply project is economically beneficial to Transporter, Transporter will evaluate each prospective project, on a not unduly discriminatory basis, based upon the amount of the reserves and deliverability characteristics of the gas supply to be attached, the cost of the facilities to be constructed by Transporter, the incremental operating and maintenance expenses which would be attributable to the facilities, and the revenues which Transporter estimates will be generated as a result of constructing and/or modifying such facilities.

For the purposes of determining whether a project to deliver gas is economically beneficial to Transporter, Transporter will evaluate each prospective project, on a not unduly discriminatory basis, based upon the cost of the facilities to be constructed by Transporter, the incremental operating and maintenance expenses which would be attributable to the facilities, and the revenues which Transporter estimates will be generated as a result of constructing and/or modifying such facilities.

Effective Date: 02/01/1993 Status: Effective
FERC Docket: RS92- 87-003

1st Revised Sheet No. 12 1st Revised Sheet No. 12 : Effective
Superseding: Original Sheet No. 12

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

In estimating the revenues to be generated, Transporter will consider the existence of capacity limitations downstream of the proposed new facilities, the marketability of gas which may flow through said facilities, the interruptible versus firm nature of the transportation service for the gas, and other similar factors which determine whether gas will actually be transported through said facilities. Based on these criteria, the economic value of a project shall be determined using a discounted cash flow rate of return methodology with the minimum acceptable rate of return to be published on Transporter's Electronic Bulletin Board, as amended from time-to-time.

- (d) Transporter shall not construct or modify any facilities hereunder which will result in an increase or decrease in Transporter's mainline capacity, or which may compromise the operational integrity of Transporter's pipeline system. For those facilities which Transporter agrees to construct, Transporter will construct those facilities (1) pursuant to the authorization granted in Subpart F of Part 157 of the Regulations of the Federal Energy Regulatory Commission or (2) where the prior authorization of the Federal Energy Regulatory Commission is not required to construct such facilities. Transporter will own and operate all facilities constructed hereunder. To the extent Shipper's reimbursement of Transporter's costs incurred to construct new facilities hereunder qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, Pub. L. No. 99-514 (1986), as amended from time-to-time, Shipper shall also reimburse Transporter for Federal income taxes incurred by Transporter as a direct result of such contributions in aid of construction by Shipper.
- (e) Transporter shall have the right at any time during a calendar year to terminate, prospectively for the remainder of that calendar year, the reimbursement program described in Paragraph (c) above for new projects.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

2nd Revised Sheet No. 13 2nd Revised Sheet No. 13 : Effective

Superseding: Substitute 1st Revised Sheet No. 13

RATE SCHEDULE FTS-1

Firm Transportation Service

(continued)

7. AUTHORIZED OVERRUN GAS

Transporter may, upon request of Shipper, receive, transport, and deliver on any day quantities of natural gas in excess of the MAXDTQ when, in Transporter's sole judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations.

8. PRIORITY OF SERVICE

Transportation service rendered pursuant to this Rate Schedule shall be subject to the availability of capacity as reasonably determined by Transporter; provided, however, service under this Rate Schedule shall have priority over interruptible transportation services rendered by Transporter.

9. IMPAIRMENT OF DELIVERIES

In the event on any day Transporter is unable to receive, transport or deliver the total quantity scheduled of any Shipper receiving service under this Rate Schedule due to force majeure or any other operational considerations, to be reasonably determined by Transporter, then Transporter shall curtail service as set forth in Section 11.75 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 03/04/2002 Status: Effective
FERC Docket: RP02-157-000

Seventh Revised Sheet No. 14 Seventh Revised Sheet No. 14 : Effective
Superseding: 6th Revised Sheet No. 14

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

10. REQUESTS FOR SERVICE

- this
pursuant to
P. O.
receipt
Transporter's
Point
Of
Transportation
- A. Valid requests for transportation service or requests to amend existing service under Rate Schedule shall be made by providing the following information electronically the procedures in Section 18.6 of the General Terms and Conditions of this Tariff or in writing to Transwestern Pipeline Company, Attention: Contract Administration Department, Box 1188, Houston, TX 77251-1188. Standardized request forms shall be available for Shipper's convenience by writing the P.O. Box referenced above or by contacting any Transportation Representative of Transporter or on Transporter's EBB.
- 1) Gas Quantities: The Maximum Daily Transportation Quantity applicable to each and delivery point in dekatherms.
 - 2) Receipt Point(s):
 - (i) The name of point(s) of entry into Transporter's system or Point Of Interest number assigned to such point(s) (from Transporter's Of Catalog); and
 - 3) Delivery Point(s):
 - (i) The name of point(s) of delivery by Transporter or Transporter's Point Interest number assigned to such point(s) (from Transporter's Point Catalog); and
 - 4) Term of Service:
 - (i) Date service requested to commence; and
 - (ii) Date service requested to terminate.

Effective Date: 03/04/2002 Status: Effective
FERC Docket: RP02-157-002

2nd Sub. Fourth Revised Sheet No. 15 2nd Sub. Fourth Revised Sheet No. 15 : Effective
Superseding: 3rd Revised Sheet No. 15

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

- 5) Communications: Shipper shall provide the following:
- (i) Shipper's name, state of incorporation, if applicable, and phone number; and
 - (ii) Agent's name, state of incorporation, if applicable, and phone number; and
 - (iii) Shipper's and Agent's classification, e.g., intrastate or interstate pipeline, local distribution company, etc.; and
 - (iv) Person and address (including e:mail addresses) for billings and notices; and
 - (v) Name, address (including e:mail addresses), phone number, title and signature of requester.
- 6) By execution of the Service Agreement, Shipper certifies that Shipper has, or will have, prior to nominating gas under such Service Agreement and during transportation of such gas on Transporter's system, title to the gas to be delivered to Transporter for transportation, and has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of service.

Effective Date: 03/04/2002 Status: Effective
FERC Docket: RP02-157-000

Fourth Revised Sheet No. 16 Fourth Revised Sheet No. 16 : Effective
Superseding: 3rd Revised Sheet No. 16

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

- 7) If Shipper is requesting service, or is currently receiving service, under 18 C.F.R. Section 284.101, et seq., (transporting gas on behalf of an intrastate pipeline or local distribution company), Transporter must receive certification (and may require sufficient information in order to verify the certification) that:
- (i) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
 - (ii) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or
 - (iii) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.
- B. Upon Transporter's acceptance to provide the requested service, Transporter shall tender to Shipper for execution a Service Agreement in the form as contained in Transporter's FERC Gas Tariff.
- C. Requests for transportation under this Rate Schedule will be deemed null and void if Shipper fails to provide Transporter with a fully executed Service Agreement within fifteen (15) days after Transporter has tendered such Service Agreement to Shipper.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-489-000

Second Revised Sheet No. 17 Second Revised Sheet No. 17 : Effective
Superseding: 1st Revised Sheet No. 17

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

11. ORDER NO. 2004 COMPLIANCE

Section 19 of the General Terms and Conditions of this Tariff contains the Order No. 2004 compliance standards information, and complaint procedures.

12. CAPACITY RELEASE

Section 30 of the General Terms and Conditions of this Tariff contains the terms of the Capacity Release Program.

Effective Date: 04/14/2003 Status: Effective
FERC Docket: RP03-307-001

Fifth Revised Sheet No. 18 Fifth Revised Sheet No. 18 : Effective
Superseding: First Revised Third Revised Sheet No. 18

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

13. RIGHT OF FIRST REFUSAL

- A. For any FTS-1 Shipper who has executed a Service Agreement in effect prior to March 27, 2000 (grandfathered) which contains a term of one year or longer, or for any FTS-1 Shipper who permanently replaces a releasing FTS-1 Shipper under an FTS-1 Service Agreement in effect prior to March 27, 2000 (grandfathered) which contained an original term of one year or longer, or any FTS-1 Shipper who has executed a Service Agreement on or after March 27, 2000, which contains a term of one year or longer at the maximum rate, the Shipper shall have a "right of first refusal" as specified below with respect to the reservation of firm capacity upon termination of the service agreement; except for any capacity that is already under contract to a third party for a future period and that is expressly sold to Shipper without a right of first refusal. If the Shipper does not notify Transporter (as required in paragraph C below) before the expiration of the Service Agreement as to whether it desires to extend the Service Agreement, then no right of first refusal shall accrue to the Shipper. All available capacity shall be allocated under these procedures, and Transporter will not maintain a firm transportation queue. Transwestern and Shipper may mutually agree to include ROFR rights on a not unduly discriminatory basis.
- B. Nothing herein shall be deemed to prohibit the firm Shipper from negotiating a new Service Agreement with the Transporter, nor from extending the term of the Shipper's existing Service Agreement in accordance with the terms thereof.
- C. The Shipper will notify Transporter in writing as to whether it desires to extend the Service Agreement at least: (i) six (6) months before the expiration of Service Agreements with a term of two years or less, or (ii) one year before the expiration of Service Agreements with a term exceeding two years. If the Shipper does wish to extend its Service Agreement at maximum rates for its full volume for a mutually agreeable term, then the Transporter and Shipper will execute a new Service Agreement. If the Shipper does not wish to so extend its Service Agreement, then Transporter will, within ten business days, begin soliciting bids from other parties, by posting notice of the available capacity, and all pertinent data on Transporter's Website.
- D. Transporter shall include in its notice of available capacity:
- (a) the quantity (MMBtu/day)
 - (b) the primary receipt and delivery points
 - (c) the effective date the capacity is available
 - (d) the deadline for submitting bids
 - (e) whether transporter is willing to consider bids at less than maximum tariff rates for all or any portion of the capacity or term.
 - (f) the maximum tariff rate for the applicable capacity.

Transporter shall then evaluate the bids as follows:

Eighth Revised Sheet No. 19 Eighth Revised Sheet No. 19 : Effective
Superseding: Seventh Revised Sheet No. 19

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

i) highest present value, as determined by the following formula:

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

where: i = interest rate per month using the current Commission interest rate as defined in 18 C.F.R. 154.501(d),
n = term of the agreement, in months, and
R = the rate bid on a monthly basis (the reservation charge)

- ii) If the rate bid exceeds the maximum tariff rate, then the rate will be considered to be the maximum tariff rate.
- iii) Transporter will rank all bids according the present value formula set forth in (i) above, and will determine which bid(s), if any, are acceptable to Transporter.

E. Any third-party Shipper who submits a bid for the available capacity shall be obligated to sign and submit, with its bid, a firm Service Agreement for such capacity at its bid price, subject to a right of first refusal by the Shipper. If a firm Service Agreement does not accompany a bid or if the third-party bidder does not meet Transporter's creditworthiness standards, the bid shall be invalid and shall be rejected.

F. Bids must conform to the notice of available capacity set forth in D above, except that any third-party Shipper may submit a bid for the entire quantity or a partial quantity. The bid shall also specify whether a Shipper is willing to accept a partial quantity bid in the event of tie bids or in the event that the existing Shipper elects to match a partial quantity bid by the third-party Shipper.

G. In the event two or more parties have bids of equal value which qualify as the best offer and which, in the aggregate, exceed the total capacity to become available, the capacity shall be allocated on a pro rata basis.

H. At least three months before the expiration of the Service Agreement, Transporter shall notify the Shipper as to the terms of the acceptable bid(s) it has received. Shipper shall have the right to match one or more of said bid(s) pursuant to section I below or to negotiate continued service pursuant to section J below no later than two weeks after such notice is given by Transporter.

An FTS-1 Shipper exercising its ROFR may be required to match a bid up to a maximum rate higher than the currently effective maximum rate applicable to the capacity if there is an incremental rate on the system, the system is fully subscribed, and there is a competing bid above such currently effective maximum rate.

Twelfth Revised Sheet No. 20 Twelfth Revised Sheet No. 20 : Effective
Superseding: Eleventh Revised Sheet No. 20

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

I. Transporter will present Shipper with the acceptable bid(s) ranked in order of highest present value. In the event the Shipper chooses to match the price and term of one or more of the acceptable bid(s) as to the entire quantity or any partial quantity, then Transporter and Shipper shall execute a new Service Agreement containing such terms. If such Shipper matches and retains only a partial quantity of one or more of the acceptable bid(s), the remainder of the capacity shall be allocated to the winning third-party(s) at its(their) bid price(s) unless the winning third-party(s) specified an unwillingness to accept a partial quantity. In the event the Shipper declines to match one or more of the acceptable bid(s), then Transporter shall execute the Service Agreement(s) previously submitted by the third party containing such terms; thereafter, Shipper shall have no further right to said capacity, and Transporter's obligation to perform the transportation service for Shipper shall be extinguished and abandoned.

J. In the event that no third-party(s) submit(s) an acceptable bid(s) for the available capacity or if third-party(s) submit acceptable bids for only a partial quantity, then with respect to such available capacity for which there are no acceptable bids, the firm Shipper, if it agrees to pay the maximum rate, may continue the transportation service for any term it chooses for the entire quantity or any partial quantity, or may receive continued service at a mutually agreeable rate.

K. Notwithstanding any other provision of this Section 13, unless Transporter has presented to the firm Shipper in writing acceptable bid(s) for matching, Transporter shall not be required to accept a bid, nor to execute a service agreement, containing a rate less than the maximum rate. Transporter shall indicate whether it is willing to accept bids at less than the maximum rate in the notice posting the available capacity.

14. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are hereby incorporated into and made a part of this Rate Schedule except for Sections 11.3 and 34.

Effective Date: 09/01/1999 Status: Effective
FERC Docket: RP99-456-001

Substitute Original Sheet No. 20A Substitute Original Sheet No. 20A : Superseded
Superseding: Original Sheet No. 20A

RATE SCHEDULE LFT
Limited Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available for firm transportation service by Transwestern Pipeline Company (Transporter) for any Shipper:

- A. When Shipper has entered into an LFT Service Agreement of the form contained in Transporter's FERC Gas Tariff, and
- B. Where capacity is available on Transporter's system for such firm transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

Capacity posted as available for LFT Service shall be firm capacity that has not been previously subscribed. Gas transported by Transporter for Shipper under this Rate Schedule shall be on a firm basis subject to Transporter's right not to schedule service in whole or in part on any day (a "Limited Day"), but not more than a maximum number of Limited Days (not to exceed ten (10)) per month agreed upon by Transporter and Shipper in the LFT Service Agreement ("Maximum Number of Limited Days"). Transporter shall be obligated on any day that is not a Limited Day to receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Primary Receipt Points, provided, however, that such quantity shall not exceed the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of Transport Fuel. Transporter may also receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Alternate Receipt Points, provided, however, that the sum of the quantity of gas made available by Transporter for transportation from Primary and Alternate Receipt Points shall not exceed the MAXDTQ specified in the Service Agreement, and subject to the provisions of Section 22 of the General Terms and Conditions of this Tariff. Transporter shall make available for delivery to Shipper at the Primary Delivery Point(s) specified in the Service Agreement, as may be amended upon mutual agreement from time to time, and subject to the availability of capacity and any pending request for capacity, or at Alternate Delivery Points on an interruptible basis, the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

2.2 Posting of Available Capacity

LFT capacity available for up to a one-month term will be posted on the EBB for a minimum of one (1) day prior to awarding such capacity; LFT capacity available for more than a one-month term will be posted on the EBB for a minimum of two (2) days.

Effective Date: 09/01/1999 Status: Effective
FERC Docket: RP99-456-000

Original Sheet No. 20B Original Sheet No. 20B : Effective

RATE SCHEDULE LFT
Limited Firm Transportation Service
(continued)

3. RATE

The applicable rates for the purpose of computing charges under this Rate Schedule are set forth in the currently effective Rate Sheets of this Tariff and are incorporated herein. For all natural gas delivered to Shipper each month under this Rate Schedule, Shipper shall pay Transporter each month the sum of the applicable Reservation Charge, Transport Charge and Overrun Charge as set forth in Sections 3.1, 3.2, 3.3, 3.4, 3.5, and 3.6.

- 3.1 (a) Reservation Charge: The applicable Reservation Charge (plus any applicable surcharges) multiplied by the Monthly Demand Billing Units or MAXDTQ related to the Primary Receipt and Delivery Points as set forth in Shipper's currently effective applicable LFT Service Agreement, times the difference between the number of days in the billing month and the number of Limited Days. Additionally, for each Limited Day on which any quantity of gas is transported, the Reservation Charge shall be the applicable Reservation Charge (plus any applicable surcharges) multiplied by the quantity of gas actually transported.
- (b) Additional Reservation Charge for Alternate Point(s): If a Shipper nominates and transports using Alternate Receipt Point(s) or Alternate Delivery Point(s) that are outside the Shipper's Primary Path, then Shipper will pay an additional reservation charge, not to exceed the maximum applicable tariff rate, as negotiated between Shipper and Transporter, applicable to such service outside the Primary Path. Such rate will apply on a daily basis for as long as any alternate point outside the Primary Path is utilized.
- 3.2 (a) Except as provided in Paragraph 3.2(c), the Reservation Charge that Shipper pays to Transporter under this Rate Schedule shall be reduced at Shipper's election for any failure by Transporter to deliver the quantities of gas that have been nominated and confirmed in accordance with Section 22 of the General Terms and Conditions of this Tariff (up to the aggregate MAXDTQ), less Transport Fuel, during the calendar months of December, January, February, July, and August. The reduction shall be calculated based upon the ratio of (i) the volume of gas that had been nominated and confirmed, less Transport Fuel, but not delivered during the month to (ii) the total volumes of gas nominated and confirmed during the month, less Transport Fuel, times (iii) the total Reservation Charge owed Transporter for that month.

RATE SCHEDULE LFT
Limited Firm Transportation Service
(continued)

- (b) Except as provided in Section 3.2(c), Transporter shall attempt to schedule maintenance of its facilities during months not enumerated under paragraph 3.2(a); however, if Transporter's deliveries of gas to Shipper during such months of quantities nominated and confirmed (up to the aggregate MAXDTQ), less Transport Fuel, fall below seventy-five percent (75%) of such quantities for a period of seventy-five (75%) consecutive days, the Reservation Charge applicable to such period shall be reduced and such reduction shall be calculated as provided in Section 3.2(a) (i), (ii) and (iii) above.
 - (c) The Reservation Charge reduction shall not, however, apply: (i) during periods of unscheduled maintenance not to exceed ten (10) days in any calendar quarter; (ii) during the occurrence of a "force majeure" event as set forth in Section 11.1 of the General Terms and Conditions of this Tariff (but only to the extent of such "force majeure"); (iii) to any failure by Transporter to deliver volumes nominated and confirmed in accordance with Section 22 of the General Terms and Conditions of this Tariff up to the aggregate MAXDTQ, which is attributable to the fault (including "force majeure") of Shipper or Shipper's suppliers; (iv) to the extent the Maximum Reservation Charge is discounted to Shipper; and/or (v) to the extent the volumes nominated and confirmed for delivery, less Transport Fuel, in accordance with Section 22 of the General Terms and Conditions of this Tariff (up to the aggregate MAXDTQ) exceeds actual quantities delivered, less Transport Fuel, by five percent (5%) or less, except as otherwise mutually agreed to by Shipper and Transporter. Unscheduled maintenance shall mean unanticipated or unplanned maintenance on the pipeline system required to be performed to ensure that gas continues to flow in months other than December, January, February, July, and August.
 - (d) The provisions of this Section 3.2 shall not apply to any Limited Day.
- 3.3 Transport Charge: For transportation of natural gas on Transporter's system, the applicable Transport Charge for Rate Schedule LFT shall be multiplied by the quantity of gas scheduled during the month. Except as provided for in Section 3.5, the Maximum Transport Charge shall include (1) Maximum Transmission Charge, as applicable, and (2) all applicable surcharges. In addition, Shipper shall deliver, at the point of receipt under the LFT Service Agreement, Transport Fuel, as set forth in the currently effective Rate Sheets of this Tariff.

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Second Revised Sheet No. 20D Second Revised Sheet No. 20D : Effective
Superseding: First Revised Sheet No. 20D

RATE SCHEDULE LFT
Limited Firm Transportation Service
(continued)

- 3.4 Overrun Charge: On any day that gas scheduled from Shipper for transportation is in excess of the MAXDTQ (exclusive of Transport Fuel), then the Transport Charge applicable to such overrun gas shall be the Maximum Transport Charge set forth on the currently effective Rate Sheets for Rate Schedule ITS-1.
- 3.5 Discounted Rates: Transporter may from time to time and at any time at its sole discretion and expense, charge any individual Shipper for transportation service under Rate Schedule LFT, a Reservation Charge, a Transport Charge, or an Overrun Charge which is lower than the stated rates set forth in Shipper's LFT Service Agreement or on the currently effective Rate Sheets; provided, however, that such rate charged may not be less than the applicable Minimum Rate set forth on the currently effective Rate Sheets for Rate Schedules LFT and ITS-1. The discounted rate is only applicable to those quantities transported at specified receipt and delivery points. A shipper may request that the discounted rate be extended to alternate receipt or delivery points under its existing agreements, capacity segment contracts under Section 33, or released capacity under Section 30. There is a rebuttal presumption that a shipper holding a discount at a point under its primary contractual capacity path and direction of flow will receive a discounted rate at alternate receipt or delivery points within the same capacity path and direction of flow if Transporter has granted discounts to other similarly situated shippers at such alternate receipt or delivery points utilizing the same capacity path and direction of flow. If a discounted rate is applicable, shipper will pay the higher of its contracted discount rate or the discount rate of such similarly situated shipper.

A shipper seeking to extend a discount to alternate points may submit a request to Transporter prior to any scheduling cycle. Transporter shall act on such requests within two hours during the business day. For overnight requests to retain discounts received after 4:00 pm, Transporter shall act no later than 8:30 am CCT the next business day. Transporter shall not be obligated to process discount requests on the weekend.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shipper(s) affected, the volume transported and any other information which may be required.

- 3.6 Negotiated Rates: Transporter and Shipper may mutually agree to rates for services that may be below the minimum rates or above the maximum rates set forth on the currently effective Rate Sheets for Rate Schedule LFT. For each Negotiated Rate transaction, Transporter shall file, at least one day prior to the commencement of service, tariff sheets which include the Shipper, the rate or formula used to calculate the rate, the term, the volume, and the receipt and delivery points applicable to the service.

Effective Date: 09/01/1999 Status: Effective
FERC Docket: RP99-456-001

Substitute Original Sheet No. 20E Substitute Original Sheet No. 20E : Effective
Superseding: Original Sheet No. 20E

RATE SCHEDULE LFT
Limited Firm Transportation Service
(continued)

4. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

Transporter shall schedule each Shipper's nominations in accordance with Section 20A of the General Terms and Conditions of this Tariff.

Prior to the required timely nomination deadline, Transporter will notify Shippers twenty six (26) hours prior to a Limited Day by e-mail and by posting on Transporter's EBB if a gas day will be a Limited Day under this Rate Schedule.

Deliveries of gas to Transporter for transportation hereunder shall be made at points on Transporter's pipeline system at a pressure sufficient to enter the pipeline system, and deliveries of gas from Transporter for Shipper shall be made at points on Transporter's pipeline system as scheduled under Shipper's Service Agreement.

5. INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of Rate Schedule FTS-1 are incorporated herein: 4, 6, 7, 8, 10, 11, 12 and 14.

Effective Date: 09/01/1995 Status: Effective
FERC Docket: RP95-271-001

3rd Revised Sheet No. 21 3rd Revised Sheet No. 21 : Effective
Superseding: 2nd Revised Sheet No. 21

FTS-2 RATE SCHEDULE
Firm Transportation, No Notice Service

1. AVAILABILITY

Service under this rate schedule shall be available only to small volume (less than 3,000 dth/d) Shippers who are also one of the following: a) a right-of-way grantor or agricultural user who has the contractual right to request direct or indirect service from Transporter or who is, as of May 18, 1992, being served under a direct sales agreement; or b) a small general customer being served by Transporter on May 18, 1992 under Rate Schedule SG-1, SG-2, or RW-1, and who elects FTS-2 service on or before thirty (30) days after the later of: February 1, 1993 or the initial effective date of this Rate Schedule. Shipper must execute an FTS-2 Service Agreement in the form contained in this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this rate schedule shall be on a firm basis. Transporter shall be obligated on any day to receive from Shipper, for transportation hereunder, the quantity of gas made available by Shipper for transportation from Primary Receipt Points, provided, however, that such quantity shall not exceed the Maximum Daily Transportation Quantity ("MAXDTQ") specified in the Service Agreement, exclusive of Transport Fuel. Transporter may also receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Alternate Receipt Points, provided, however, that the sum of the quantity of gas made available by Transporter for transportation from Primary and Alternate Receipt Points shall not exceed the MAXDTQ specified in the Service Agreement, and subject to the provisions of Section 22 of the General Terms and Conditions of this Tariff. Transporter shall make available for delivery to Shipper at the Primary Delivery Point(s) specified in the Service Agreement, as may be amended upon mutual agreement from time to time, and subject to the availability of capacity and any pending request for capacity, or at Alternate Delivery Points on an interruptible basis, the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff. Unless Shipper has exhausted its daily firm entitlement, the Shipper may not ship gas under Rate Schedule ITS-1 or as a Replacement Shipper under the Capacity Release Program set forth in this Tariff.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

Effective Date: 04/11/1997 Status: Effective
FERC Docket: RP97-288-000

Seventh Revised Sheet No. 22 Seventh Revised Sheet No. 22 : Effective
Superseding: Sixth Revised Sheet No. 22

FTS-2 RATE SCHEDULE
Firm Transportation, No Notice Service
(continued)

3. RATE

The applicable rates for computing charges under this rate schedule are set forth in the currently effective Rate Sheets of this Tariff and are incorporated herein. However, Transporter and Shipper may mutually agree to rates for services that may be below the minimum rates or above the maximum rates set forth on the currently effective Rate Sheets for rate Schedule FTS-2. For service hereunder, Shipper shall pay Transporter each month the Transport Charge and the Overrun Charge, if applicable. The Transport Charge shall be calculated as: a) the Transport Charge set forth on the currently effective Rate Sheets of this Tariff, multiplied by b) the quantity of gas actually delivered during the month. In addition, the Transport Charge shall include the Maximum Field Area Services Charge, if applicable, and all applicable surcharges, if any, as set forth on the currently effective Rate Sheets of this Tariff. Further, Shipper shall deliver, at the point of receipt under the FTS-2 Service Agreement, Transport Fuel, as set forth in the currently effective Rate Sheets of this Tariff. On any day that gas taken by Shipper at the delivery point exceeds the MAXDTQ, then the Overrun Charge applicable to such excess quantities shall be two times the applicable Transport Charge.

4. CHANGES IN RATES

Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to this Rate Schedule, (b) this Rate Schedule, pursuant to which service hereunder is rendered; provided, however, that the firm character of service shall not be subject to change hereunder, and/or (c) any provisions of the General Terms and Conditions applicable to this Rate Schedule. Such changes may include, but shall not be limited to, changes in the Transport Fuel percentages set forth on the currently effective Rate Sheets. Such Transport Fuel percentages may be changed from time to time by Transporter to reflect changes in fuel requirements. Such changes may be implemented through a tariff filing. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b) or (c) above are just and reasonable.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

3rd Revised Sheet No. 23 3rd Revised Sheet No. 23 : Effective

Superseding: Substitute 2nd Revised Sheet No. 23

FTS-2 RATE SCHEDULE

Firm Transportation, No Notice Service

(continued)

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

Transporter shall schedule each Shipper's nominations in accordance with Section 22 of the General Terms and Conditions of this Tariff. The scheduling penalties provided for in Section 27 shall not, however, be applicable to service under this rate schedule.

6. INSTALLATION OF FACILITIES

Transporter shall have no obligation, arising under this rate schedule, to modify its existing facilities or to construct new facilities in order to receive or deliver gas under this rate schedule. In the event that Transporter has an obligation under a right-of-way agreement to install facilities, such agreement shall control the modification or construction of any facilities.

7. AUTHORIZED OVERRUN GAS

Transporter may, upon request of Shipper, receive, transport, and deliver on any day quantities of natural gas in excess of the MAXDTQ when, in Transporter's sole judgment, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations.

8. PRIORITY OF SERVICE

Transportation service rendered pursuant to this Rate Schedule shall be subject to the availability of capacity as reasonably determined by Transporter; provided, however, service under this Rate Schedule shall have priority over interruptible transportation services rendered by Transporter.

9. IMPAIRMENT OF DELIVERIES

In the event, on any day, Transporter is unable to receive, transport, or deliver the total quantity of gas scheduled for any Shipper receiving service under this rate schedule due to force majeure or any other operation considerations, to be reasonably determined by Transporter, the Transporter shall curtail service in accordance with the provisions of Section 11.5 of the General Terms and Conditions of this Tariff.

Effective Date: 03/04/2002 Status: Effective
FERC Docket: RP02-157-000

Eighth Revised Sheet No. 24 Eighth Revised Sheet No. 24 : Effective
Superseding: 7th Revised Sheet No. 24

FTS-2 RATE SCHEDULE
Firm Transportation, No Notice Service
(continued)

10. REQUESTS FOR SERVICE

A. Valid requests for transportation service or requests to amend existing service under this Rate Schedule shall be made by providing the following information electronically pursuant to the procedures in Section 18.6 of the General Terms and Conditions of this Tariff or in writing to Transwestern Pipeline Company, Attention: Contract Administration Department, P. O. Box 1188, Houston, TX 77251-1188. Standardized request forms shall be available for Shipper's convenience by writing the P.O. Box referenced above or by contacting any Transportation Representative of Transporter or on Transporter's EBB.

- receipt and
- 1) Gas Quantities: The Maximum Daily Transportation Quantity applicable to each delivery point in dekatherms.
 - 2) Receipt Point(s):
 - (i) The name of point(s) of entry into Transporter's system or Transporter's Point Of Interest number assigned to such point(s) (from Transporter's Transportation Catalog); and
 - 3) Delivery Point(s):
 - (i) The name of point(s) of delivery by Transporter; and/or Transporter's Point Of Interest number assigned to such point(s) (from Transporter's Transportation Catalog); and
 - 4) Term of Service:
 - (i) Date service requested to commence; and
 - (ii) Date service requested to terminate.
 - 5) Communications: Shipper shall provide the following:
 - (i) Shipper's name, state of incorporation, if applicable, and phone number; and
- Point

Effective Date: 03/04/2002 Status: Effective
FERC Docket: RP02-157-002

2nd Sub. Tenth Revised Sheet No. 25 2nd Sub. Tenth Revised Sheet No. 25 : Effective
Superseding: 9th Revised Sheet No. 25

FTS-2 RATE SCHEDULE
Firm Transportation, No Notice Service
(continued)

- (ii) Agent's name, state of incorporation, if applicable, and phone number; and
 - (iii) Shipper's and Agent's classification, e.g., intrastate or interstate pipeline, local distribution company, etc.; and
 - (iv) Person and address (including e:mail addresses) for billings and notices; and
 - (v) Name, address (including e:mail addresses), phone number, title and signature of requester.
- 6) By execution of the Service Agreement, Shipper certifies that Shipper has, or will have, prior to nominating gas under such Service Agreement and during transportation of such gas on Transporter's system, title to the gas to be delivered to Transporter for transportation, and has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of service.

Effective Date: 03/04/2002 Status: Effective
FERC Docket: RP02-157-000

Seventh Revised Sheet No. 25A Seventh Revised Sheet No. 25A : Effective
Superseding: 6th Revised Sheet No. 25A

FTS-2 RATE SCHEDULE
Firm Transportation, No Notice Service
(continued)

- 7) If Shipper is requesting service, or is currently receiving service, under 18 C.F.R. Section 284.101, et seq., (transporting gas on behalf of an intrastate pipeline or local distribution company), Transporter must receive certification (and may require sufficient information in order to verify the certification) that:
- (i) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
 - (ii) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or
 - (iii) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.
- B. Upon Transporter's acceptance to provide the requested service, Transporter shall tender to Shipper for execution a Service Agreement in the form as contained in Transporter's FERC Gas Tariff.
- C. Requests for transportation under this Rate Schedule will be deemed null and void if Shipper fails to provide Transporter with a fully executed Service Agreement within fifteen (15) days after Transporter has tendered such Service Agreement to Shipper.

Effective Date: 12/01/1991 Status: Effective

FERC Docket: RP92- 19-000

3rd Revised Sheet No. 25B 3rd Revised Sheet No. 25B : Effective

Superseding: Substitute 1st Revised Sheet No. 25B

RATE SCHEDULE TP-1 (Continued)

Transportation Service

(California)

Information previously shown on this sheet has been transferred to the General Terms and Conditions of this Tariff.

Effective Date: 12/01/1991 Status: Effective

FERC Docket: RP92- 19-000

2nd Revised Sheet No. 25C 2nd Revised Sheet No. 25C : Effective

Superseding: 2nd Substitute Original Sheet No. 25C

RATE SCHEDULE TP-1 (Continued)

Transportation Service

(California)

Information previously shown on this sheet has been transferred to the General Terms and Conditions of this Tariff.

Effective Date: 12/01/1991 Status: Effective

FERC Docket: RP92- 19-000

2nd Revised Sheet No. 25D 2nd Revised Sheet No. 25D : Effective

Superseding: Substitute Original Sheet No. 25D

RATE SCHEDULE TP-1 (Continued)

Transportation Service

(California)

Information previously shown on this sheet has been transferred to Sheet No. 25A of this Tariff.

Effective Date: 12/01/1991 Status: Effective

FERC Docket: RP92- 19-000

2nd Revised Sheet No. 25B.1 2nd Revised Sheet No. 25B.1 : Effective

Superseding: Substitute Original Sheet No. 25B.1

RATE SCHEDULE TP-1 (Continued)

Transportation Service

(California)

Information previously shown on this sheet has been transferred to the General Terms and Conditions of this Tariff.

Effective Date: 09/22/2004 Status: Effective

FERC Docket: RP04-489-000

Third Revised Sheet No. 26 Third Revised Sheet No. 26 : Effective
Superseding: 2nd Revised Sheet No. 26

FTS-2 RATE SCHEDULE
Firm Transportation, No Notice Service
(continued)

11. ORDER NO. 2004 COMPLIANCE

Section 19 of the General Terms and Conditions of this Tariff contains the Order No. 2004 compliance standards information, and complaint procedures.

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Fourth Revised Sheet No. 27 Fourth Revised Sheet No. 27 : Effective
Superseding: Third Revised Sheet No. 27

FTS-2 RATE SCHEDULE
Firm Transportation, No Notice Service
(continued)

12. RIGHT OF FIRST REFUSAL

The Right of First Refusal (ROFR) terms and conditions, as detailed in Section 13 of Rate Schedule FTS-1, shall apply to FTS-2 Shippers.

13. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are hereby incorporated into and made a part of this Rate Schedule except for Sections 11.3 and 34.

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

RATE SCHEDULE EFBH
Enhanced Firm Backhaul Transportation Service

1. AVAILABILITY

This Rate Schedule is available for Enhanced Firm Backhaul transportation service by Transwestern Pipeline Company (Transporter) for any Shipper:

- A. When Shipper has entered into an EFBH Service Agreement in the form contained in Transporter's FERC Gas Tariff, and
- B. Where capacity is available on Transporter's system for such firm transportation service. Service under this Rate Schedule shall be subject to operating conditions on Transporter's pipeline and will not be made available if Transporter, in its sole discretion, determines that such transportation is operationally infeasible or otherwise not available.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be on a firm basis. Transporter shall be obligated on any day to receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Primary Receipt Points, provided, however, that such quantity shall not exceed the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of transport fuel. Transporter may also receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Alternate Receipt Points, provided, however, that the sum of the quantity of gas made available by Transporter for transportation from Primary and Alternate Receipt Points shall not exceed the MAXDTQ specified in the Service Agreement, and subject to the provisions of Section 22 of the General Terms and Conditions of this Tariff. Transporter shall make available for delivery to Shipper at the Primary Delivery Point(s) specified in the EFBH Service Agreement, as may be amended upon mutual agreement from time to time, and subject to operational considerations and the availability of capacity and any pending request for capacity, or at Alternate Delivery Points on an interruptible basis, the same quantities received as measured, less transport fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

2.2 Minimum Flow Obligation

- a. If Shipper has not nominated all or part of the MAXDTQ any day and if such lack of nomination threatens Transporter's ability to provide nominated FTS-3 firm services, Transporter shall issue an Operational Flow Order (OFO) requiring Shipper to nominate, confirm, schedule, tender to Transporter and take delivery of the amount of gas specified in the OFO, for the length of time specified in the OFO and by the deadline stated in the OFO, and Shipper shall be obligated to comply with such OFO.
- b. If a Shipper fails to comply with the OFO, the Shipper shall be subject to a penalty of \$10.00 per Dth times the volume of gas by which the Shipper deviated from the requirements of the OFO.
- c. The OFO shall set forth a) the time and date of issuance, b) the actions the Shipper is required to take, c) the time by which the Shipper must comply with the OFO and d) quantity to be delivered.

2.3 Sale of Forward Haul Capacity

If Transporter sells firm transportation service on firm forward haul capacity created by EFBH Service, such forward haul service shall be provided pursuant to Rate Schedule FTS-3.

3. INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of Rate Schedule FTS-1 are incorporated herein: 3, 4, 5, 6, 7, 8,

9, 10, 11, 12, 13 and 14.

Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-002

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

RATE SCHEDULE FTS-3
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available for firm transportation by Transwestern Pipeline Company (Transporter) for any Shipper:

- A. when Shipper has entered into an FTS-3 Service Agreement in the form contained in Transporter's FERC Gas Tariff, and
- B. when capacity on the path requested by the FTS-3 Shipper is available on Transporter's system as a result of Transporter's EFBH Service Agreement with any shipper pursuant to Rate Schedule EFBH.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to the provisions of paragraph 2.2 below, Transporter shall be obligated on any day to receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Primary Receipt Point(s), provided, however, that such quantity shall not exceed the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of Transport Fuel. Transporter may also receive from Shipper for transportation hereunder the quantity of gas made available by Shipper for transportation from Alternate Receipt Points, provided, however, that the sum of the quantity of gas made available by Transporter for transportation from Primary and Alternate Receipt Points shall not exceed the MAXDTQ specified in the Service Agreement, and subject to the provisions of Section 22 of the General Terms and Conditions of this Tariff. Transporter shall make available for delivery to Shipper at the Primary Delivery Point(s) specified in the Service Agreement, as may be amended upon mutual agreement from time to time, and subject to the availability of capacity and any pending request for capacity, or at Alternate Delivery Points on an interruptible basis, the same quantities received as measured, less transport fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff.

2.2 Transportation for Shipper hereunder shall be on a firm basis subject to Transporter's right not to schedule service in whole or in part on any day in which an EFBH shipper does not meet its flow obligation, as described in paragraph 2.2 of Rate Schedule EFBH, at the receipt and delivery points in the FTS-3 Service Agreement. Transporter will notify Shipper by e-mail after completion of each nomination cycle if service will not be scheduled as provided herein.

2.3 Shipper and Transporter may agree in the FTS-3 Service Agreement that if the failure of an EFBH shipper to meet its flow obligation causes service not to be scheduled for Shipper, Shipper is entitled to a refund of a portion of the reservation charge from any penalty revenues collected from the EFBH shipper.

2.4 The term of the Service Agreement shall be determined by agreement between the parties.

3. INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of Rate Schedule FTS-1 are incorporated herein: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14.

Effective Date: 09/01/1995 Status: Effective

FERC Docket: RP95-271-001

9th Revised Sheet No. 28 9th Revised Sheet No. 28 : Effective

Superseding: 8th Revised Sheet No. 28

RATE SCHEDULE ITS-1
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is available for transportation service by Transwestern Pipeline Company (Transporter) for any Shipper, where Shipper has entered into an ITS-1 Service Agreement of the form contained in Transporter's FERC Gas Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be on an interruptible basis. When capacity is available on Transporter's system, Transporter shall receive for transportation hereunder the quantity of gas made available by Shipper or for the account of Shipper for transportation, provided, however, that such quantity shall not exceed the lesser of (1) the Maximum Daily Transportation Quantity (MAXDTQ) specified in the Service Agreement, exclusive of Transport Fuel, or (2) the system capacity quantity available to Shipper as provided in Section 8 of this ITS-1 Rate Schedule. Transporter shall make available for delivery to Shipper at the delivery points as specified in the Service Agreement, subject to available capacity the same quantities received as measured, less Transport Fuel, in accordance with Sections 4 and 22 of the General Terms and Conditions of this Tariff.

2.1 Term

The period of time to be covered by the Service Agreement shall be determined by agreement between the parties.

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP97-288-023

Thirteenth Revised Sheet No. 29 Thirteenth Revised Sheet No. 29 : Effective
Superseding: Twelfth Revised Sheet No. 29

RATE SCHEDULE ITS 1
Interruptible Transportation Service
(continued)

3. RATE

- 3.1 Transport Charge: For transportation of natural gas on Transporter's system, the charge for service under this Rate Schedule shall be the applicable Transport Charge for Rate Schedule ITS-1 multiplied by the quantity of gas scheduled during the month. The Maximum Transport Charge shall include (1) Maximum Transmission Charge, as applicable, and (2) all applicable surcharges, as set forth on the currently effective Rate Sheets of this Tariff. In addition, Shipper shall deliver at the point of receipt under the ITS-1 Service Agreement, Transport Fuel, as set forth on the currently effective Rate Sheets of this Tariff.
- 3.2 Transporter may, from time to time and at any time at its sole discretion, charge any individual Shipper for transportation service under Rate Schedule ITS-1 a Transport Charge which is lower than the applicable Maximum Transport Charge set forth on the currently effective Rate Sheets, provided, however, that such rate charged may not be less than the applicable Minimum Rate set forth on the currently effective Rate Sheets for Rate Schedule ITS-1.
- 3.3 Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shipper(s) affected, the volume transported and any other information which may be required.
- 3.4 Negotiated Rates: Transporter and Shipper may mutually agree to rates for services that may be below the minimum rates or above the maximum rates set forth on the currently effective Rate Sheets for Rate Schedule ITS-1. For each Negotiated Rate transaction, Transporter shall file, at least one day prior to the commencement of service, tariff sheets which include the Shipper, the rate or formula used to calculate the rate, the term, the volume, and the receipt and delivery points applicable to the service.

Effective Date: 01/01/1993 Status: Effective

FERC Docket: RP93- 34-001

Substitute 7th Revised Sheet No. 29A Substitute 7th Revised Sheet No. 29A : Superseded
Superseding: 6th Revised Sheet No. 29A

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

3.4 Overrun Charge: On any day that gas received from Seller for transportation is in excess of the MAXDTQ then the Transport Charge applicable to such overrun gas shall be the Maximum Transport Charge set forth on Sheet No. 6C for Rate Schedule ITS-1.

Seller may, from time to time and at any time at its sole discretion and expense, charge any individual Buyer for transportation service under Rate Schedule FTS-1, a Reservation Charge, a Transport Charge, or an Overrun Charge which is lower than the stated rates set forth in Buyer's FTS-1 Service Agreement or on the currently effective Rate Sheets; provided, however, that such rate charged may not be less than the applicable Minimum Rate set forth on the currently effective Rate Sheets for Rate Schedules FTS-1 and ITS-1.

Seller shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Buyer(s) affected, the volume transported and any other information which may be required.

4. CHANGES IN RATES

Seller shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to this Rate Schedule, (b) this Rate Schedule, pursuant to which service hereunder is rendered; provided, however, that the firm character of service shall not be subject to change hereunder, and/or (c) any provisions of the General Terms and Conditions applicable to this Rate Schedule. Such changes may include, but shall not be limited to, changes in the Transport Fuel percentages set forth on the currently effective Rate Sheets.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

2nd Revised Sheet Nos. 29.1-29G 2nd Revised Sheet Nos. 29.1-29G : Effective
Superseding: 1st Revised Sheet No. 29.1

Notice is hereby given that effective October 1, 1992, information previously shown on sheet Nos. 29.1 through 29G of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 has been moved.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

11th Revised Sheet No. 30 11th Revised Sheet No. 30 : Effective

Superseding: 10th Revised Sheet No. 30

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

4. CHANGE IN RATES

Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to this Rate Schedule, (b) this Rate Schedule, pursuant to which service hereunder is rendered; provided, however, that the interruptible character of service shall not be subject to change hereunder, and/or (c) any provisions of the General Terms and Conditions applicable to this Rate Schedule. Such changes may include, but shall not be limited to, changes in the Transport Fuel percentages set forth on the currently effective Rate Sheets. Such Transport Fuel percentages may be changed from time to time by Transporter to reflect changes in fuel requirements. Such changes may be implemented through a tariff filing. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

5. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

Transporter shall schedule such nominations in accordance with Sections 22 and 27 of the General Terms and Conditions of this Tariff.

Deliveries of gas to Transporter for transportation hereunder shall be made at points on Transporter's pipeline system at a pressure sufficient to enter the pipeline system, and deliveries of gas from Transporter for Shipper shall be made at points on Transporter's pipeline system as scheduled under Shipper's Service Agreement.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

3rd Revised Sheet Nos. 30A-30J 3rd Revised Sheet Nos. 30A-30J : Effective
Superseding: 2nd Revised Sheet No. 30A

Notice is hereby given that effective October 1, 1992, information previously shown on Sheet Nos. 30A through 30J of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 has been moved.

Effective Date: 01/01/1992 Status: Effective

FERC Docket: RP92- 67-000

2nd Revised Sheet No. 30E 2nd Revised Sheet No. 30E : Superseded

Superseding: Substitute 1st Revised Sheet No. 30E

RATE SCHEDULE FTS-1

Firm Transportation Service

(continued)

14. If Buyer is requesting service, or is currently receiving service, under 18 C.F.R. Section 284.101, et seq., (transporting gas on behalf of an intrastate pipeline or local distribution company), Seller must receive certification (and may require sufficient information in order to verify the certification) that:

- (i) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
- (ii) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or
- (iii) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

Standardized request forms shall be available for Buyer's convenience by writing the P. O. Box referenced above or by contacting any Transportation or Marketing Representative of Seller.

- B. Upon Seller's acceptance to provide the requested service, Seller shall tender to Buyer for execution a Service Agreement in the form as contained in Seller's FERC Gas Tariff.
- C. Requests for transportation under this Rate Schedule will be deemed null and void if Buyer fails to provide Seller with a fully executed Service Agreement within thirty (30) days after Seller has tendered such Service Agreement to Buyer.
- D. At the time such Service Agreement is executed, Buyer shall:
 - (i) Identify the corporate entity or entities ultimately receiving the gas and include the names in the Service Agreement if other than a local distribution company, interstate pipeline company, or intrastate pipeline company purchasing the gas for system supply; and

Effective Date: 01/01/1992 Status: Effective

FERC Docket: RP92- 67-000

5th Revised Sheet No. 30F 5th Revised Sheet No. 30F : Superseded

Superseding: 4th Revised Sheet No. 30F

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

(ii) Provide written verification that the end-user(s) has signed sales contracts underlying the transportation service provided hereunder.

- E. Seller shall not be required to perform or, subject to receipt of any necessary regulatory authorization, to continue transportation service under this Rate Schedule on behalf of any Buyer who is or has become insolvent or who, at Seller's request, fails within a reasonable period to demonstrate creditworthiness; provided, however, such Buyer shall receive transportation service if Buyer prepays for such service or furnishes good and sufficient security, as determined by Seller in its reasonable discretion, in an amount equal to the cost of performing the service requested by Buyer for one month, and thereafter on a month to month basis until Buyer provides Seller with an acceptable demonstration of creditworthiness. For purposes of this FERC Gas Tariff, the insolvency of a Buyer shall be evidenced by the filing by such Buyer or any parent entity thereof (hereinafter collectively referred to as "the Buyer") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Buyer a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Buyer under the Federal Bankruptcy Act or any other applicable federal or state law, or an order appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Buyer or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

16. ORDER NO. 497 COMPLIANCE

16.1 Shared Operating Personnel and Facilities

Seller shares no operating personnel with its marketing affiliate(s).

Effective Date: 03/01/1991 Status: Effective

FERC Docket: MT88- 26-006

5th Revised Sheet No. 30H 5th Revised Sheet No. 30H : Superseded

Superseding: 4th Revised Sheet No. 30H

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

16.3 Procedures Regarding Complaints

- A. For purposes of FERC Order Nos. 497, et seq., all oral and written complaints should be directed to:

Transwestern Pipeline Company
P. O. Box 1188
Houston, TX 77251-1188
Attn: Rockford G. Meyer, Assistant General Counsel
Phone: (713) 853-5912

The complaint must be specific to a particular event(s), i.e., allocation of capacity, pending requests, etc. If the complaint is vague and does not address a specific event(s), complainant will be asked to provide further details.

- B. Seller will log the complaint and identify the following items on the log:
1. Name of complainant.
 2. Date complaint received by Seller.
 3. Specific subject of complaint.
- C. The recipient of the complaint will contact the appropriate person for review/resolution. Seller will initially respond to complainant within 48 hours of the complaint. Seller 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.
- D. The complaint log will be updated to reflect that the responses have been issued.

16.4 Communication of Pricing and Capacity Information

Seller has established and shall maintain an electronic bulletin board to comply with the Order Nos. 497, et seq., requirement of contemporaneous communication of certain information covered by

Effective Date: 03/01/1991 Status: Effective

FERC Docket: MT88- 26-006

5th Revised Sheet No. 30I 5th Revised Sheet No. 30I : Superseded
Superseding: 4th Revised Sheet No. 30I

RATE SCHEDULE FTS-1
Firm Transportation Service
(continued)

16.4 Communication of Pricing and Capacity Information (continued)

the Order to all "potential shippers" in the event Seller provides such information to a marketing affiliate. Seller has established such electronic bulletin board with an unaffiliated communications and computer services firm called US GASNET which offers 24 hours a day availability and is accessible through a personal computer with a modem. Seller shall post daily at least by 12:00 noon and 4:00 p.m. Central Time general information regarding the availability and pricing of transportation services and the availability of pipeline capacity at key points on Seller's pipeline system.

To access this information, potential shippers should contact US GASNET by calling 1-303-368-9964. For further information relative to the electronic bulletin board, including fees and usage charges, potential shippers should contact Seller at 1-800-243-6766. All billings will be done by US GASNET to the potential shipper.

Seller will also provide such pricing and capacity information to current Buyers or potential shippers who do not have access to Seller's electronic bulletin board upon specific request.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

7th Revised Sheet No. 31 7th Revised Sheet No. 31 : Effective

Superseding: 6th Revised Sheet No. 31

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

6. INSTALLATION OF FACILITIES

- (a) Transporter shall have no obligation to modify its existing facilities or construct new facilities in order to receive or deliver Shipper's gas under this Rate Schedule.
- (b) Subject to the conditions of Paragraph (d) below and upon execution of an agreement mutually agreeable to Shipper and Transporter, Transporter will construct or modify those facilities, reasonably necessary to provide transportation services to Shipper hereunder, that interconnect with facilities which either cross or are adjacent to Transporter's existing facilities, if Shipper reimburses Transporter for the cost of said facilities.
- (c) Subject to the conditions of Paragraphs (d) and (e) below, and on a not unduly discriminatory basis, Transporter may pay for all or part of the cost incurred by Transporter for the modification or construction of taps, valves, measurement equipment, laterals, or other facilities required at receipt or delivery point(s) to effectuate the receipt or delivery of natural gas hereunder, when the construction or modification of such facilities is economically beneficial to Transporter.

For the purposes of determining whether a gas supply project is economically beneficial to Transporter, Transporter will evaluate each prospective project, on a not unduly discriminatory basis, based upon the amount of the reserves and deliverability characteristics of the gas supply to be attached, the cost of the facilities to be constructed by Transporter, the incremental operating and maintenance expenses which would be attributable to the facilities, and the revenues which Transporter estimates will be generated as a result of constructing and/or modifying such facilities.

For the purposes of determining whether a project to deliver gas is economically beneficial to Seller, Seller will evaluate each prospective project, on a not unduly discriminatory basis, based upon the cost of the facilities to be constructed by Seller, the incremental operating and maintenance expenses which would be attributable to the facilities, and the revenues which Seller estimates will be generated as a result of constructing and/or modifying such facilities.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

4th Revised Sheet No. 31A 4th Revised Sheet No. 31A : Effective

Superseding: 3rd Revised Sheet No. 31A

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

In estimating the revenues to be generated, Transporter will consider the existence of capacity limitations downstream of the proposed new facilities, the marketability of gas which may flow through said facilities, the interruptible versus firm nature of the transportation service for the gas, and other similar factors which determine whether gas will actually be transported through said facilities. Based on these criteria, the economic value of a project shall be determined using a discounted cash flow rate of return methodology with the minimum acceptable rate of return to be published on Transporter's Electronic Bulletin Board, as amended from time-to-time.

- (d) Transporter shall not construct or modify any facilities hereunder which will result in an increase or decrease in Transporter's mainline capacity, or which may compromise the operational integrity of Transporter's pipeline system. For those facilities which Transporter agrees to construct, Transporter will construct those facilities (1) pursuant to the authorization granted in Subpart F of Part 157 of the Regulations of the Federal Energy Regulatory Commission or (2) where the prior authorization of the Federal Energy Regulatory Commission is not required to construct such facilities. Transporter will own and operate all facilities constructed hereunder. To the extent Shipper's reimbursement of Transporter's costs incurred to construct new facilities hereunder qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, Pub. L. No. 99-514 (1986), as amended from time-to-time, Shipper shall also reimburse Transporter for Federal income taxes incurred by Transporter as a direct result of such contributions in aid of construction by Shipper.
- (e) Transporter shall have the right at any time during a calendar year to terminate, prospectively for the remainder of that calendar year, the reimbursement program described in Paragraph (c) above for new projects.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

11th Revised Sheet No. 32 11th Revised Sheet No. 32 : Effective

Superseding: 10th Revised Sheet No. 32

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

7. AUTHORIZED OVERRUN GAS

Transporter may, upon request of Shipper, receive, transport and deliver on any day quantities of natural gas in excess of the MAXDTQ when, in Transporter's sole judgement, the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations.

8. IMPAIRMENT OF DELIVERY

If, on any day, Transporter is unable to receive for transportation the total quantity scheduled for any Shipper served under this Rate Schedule, due to the lack of system capacity or any other operational considerations to be reasonably determined by Transporter, then the system capacity which is available for interruptible transportation service hereunder shall be curtailed in accordance with Section 11.5 of the General Terms and Conditions in Volume No. 1 of Transporter's FERC Gas Tariff.

9. RESPONSIBILITY

Transporter shall have no responsibility with respect to any gas to be transported by Transporter or on account of anything which may be done, happen or arise with respect to such gas prior to its receipt into Transporter's facilities at the point of receipt thereof and after its delivery to Shipper, and Shipper shall have no responsibility with respect to such gas or on account of anything which may be done, happen, or arise with respect to said gas after receipt thereof by Transporter at the point of receipt and prior to the delivery thereof to Shipper.

Transporter's transportation services under this ITS-1 Rate Schedule are to be performed on an interruptible basis and such services may be interrupted in accordance with the provisions of this rate schedule in whole or in part by Transporter, without notice to Shipper, at any time. Shipper will protect, defend and indemnify Transporter from and against any and all losses, damages, or expenses of every kind and character that Shipper or Transporter may suffer, sustain, or be liable for as a result of any interruption of a service or services commenced in accordance with this rate schedule where such interruption was not caused by Transporter's own wrongful conduct.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

8th Revised Sheet Nos. 32A-32D 8th Revised Sheet Nos. 32A-32D : Effective
Superseding: 7th Revised Sheet No. 32A

Notice is hereby given that effective October 1, 1992, information previously shown on Sheet Nos. 32A through 32D of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 has been moved.

Effective Date: 03/04/2002 Status: Effective
FERC Docket: RP02-157-000

Eleventh Revised Sheet No. 33 Eleventh Revised Sheet No. 33 : Effective
Superseding: 10th Revised Sheet No. 33

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

10. REQUEST FOR SERVICE

- A. Valid requests for transportation service under this Rate Schedule shall be made by providing the following information electronically pursuant to the procedures in Section 18.6 of the General Terms and Conditions of this Tariff or in writing to Transwestern Pipeline Company, Attention: Contract Administration Department, P.O. Box 1188, Houston, TX 77251-1188. P.O. Box Standardized request forms shall be available for Shipper's convenience by writing the referenced above or contacting any Transportation Representative of Transporter or on Transporter's EBB.
- receipt
- 1) Gas Quantities: The Maximum Daily Transportation Quantity applicable to each and delivery point in dekatherms.
- 2) Receipt Point(s)
- Transporter's Point (i) The name of point(s) of entry into Transporter's system or Of Interest number assigned to such point(s) (from Transporter's Transportation Point Catalog); and
- 3) Delivery Points(s)
- Of (i) The name of points(s) of delivery by Transporter or Transporter's Point Interest number assigned to such point(s) (from Transporter's Transportation Point Catalog); and
- 4) Term of Service
- (i) Date service requested to commence; and
- (ii) Date service requested to terminate.

Effective Date: 12/01/1991 Status: Effective

FERC Docket: RP92- 19-000

5th Revised Sheet No. 33A 5th Revised Sheet No. 33A : Effective
Superseding: 3rd Revised Sheet No. 33A

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

Information previously shown on this sheet has been transferred to Sheet Nos. 32B and 32C of this Tariff.

Effective Date: 12/01/1991 Status: Effective

FERC Docket: RP92- 19-000

3rd Revised Sheet No. 33B 3rd Revised Sheet No. 33B : Effective
Superseding: 1st Revised Sheet No. 33B

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

Information previously shown on this sheet has been
transferred to Sheet Nos. 32C and 32D of this Tariff.

Effective Date: 12/01/1991 Status: Effective

FERC Docket: RP92- 19-000

2nd Revised Sheet No. 33A.1 2nd Revised Sheet No. 33A.1 : Effective

Superseding: Original Sheet No. 33A.1

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

Information previously shown on this sheet has been transferred to Sheet No. 32C of this Tariff.

Effective Date: 03/04/2002 Status: Effective
FERC Docket: RP02-157-002

2nd Sub. Sixth Revised Sheet No. 34 2nd Sub. Sixth Revised Sheet No. 34 : Effective
Superseding: 5th Revised Sheet No. 34

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

- 5) Communications - Shipper shall provide the following:
- (i) Shipper's name, state of incorporation, if applicable, and phone number; and
 - (ii) Agent's name, state of incorporation, if applicable, and phone number; and
 - (iii) Shipper's and Agent's classification, e.g., intrastate or interstate pipeline,
local distribution company, etc.; and
 - (iv) Person and address (including e:mail addresses) for billings and notices; and
 - (v) Name, address (including e:mail addresses), phone number, title and signature
of requester.
- 6) By execution of the Service Agreement, Shipper certifies that Shipper has, or will have,
prior to nominating gas under such Service Agreement and during transportation of such gas on
transportation, and Transporter's system, title to the gas to be delivered to Transporter for
and has entered into or will enter into those arrangements necessary to assure all upstream
and downstream transportation will be in place prior to the commencement of service.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

4th Revised Sheet Nos. 34A-34H 4th Revised Sheet Nos. 34A-34H : Effective
Superseding: 3rd Revised Sheet No. 34A

Notice is hereby given that effective October 1, 1992, information previously shown on Sheet Nos. 34A through 34H of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 has been moved.

Effective Date: 01/01/1992 Status: Effective

FERC Docket: RP92- 67-000

2nd Revised Sheet No. 34C 2nd Revised Sheet No. 34C : Superseded

Superseding: Substitute 1st Revised Sheet No. 34C

RATE SCHEDULE ITS-1

Interruptible Transportation Service

(continued)

12. If Buyer is an Affiliated Marketer of Seller, Buyer shall provide whether and by how much the cost of gas to the affiliated marketer exceeds the price received for the sale of gas by the affiliated marketer, after deducting associated costs including those costs incurred for transportation.
13. Certification that Buyer has title to the gas, or has a current contractual right to acquire title, to be delivered to Seller for transportation and has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of service.
14. If Buyer is requesting service, or is currently receiving service, under 18 C.F.R. Section 284.101, et seq., (transporting gas on behalf of an intrastate pipeline or local distribution company), Seller must receive certification (and may require sufficient information in order to verify the certification) that:
 - (i) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
 - (ii) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or
 - (iii) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

Standardized request forms shall be available for Buyer's convenience by writing the P. O. Box referenced above or contacting any Transportation or Marketing Representative of Seller.

- B. Upon Seller's acceptance to provide the requested service Seller shall tender to Buyer for execution a Service Agreement in the form as contained in Seller's FERC Gas Tariff.

Effective Date: 03/01/1991 Status: Effective

FERC Docket: MT88- 26-006

4th Revised Sheet No. 34G 4th Revised Sheet No. 34G : Superseded
Superseding: 3rd Revised Sheet No. 34G

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

16.3 Procedures Regarding Complaints

- A. For purposes of FERC Order Nos. 497, et seq., all oral and written complaints should be directed to:

Transwestern Pipeline Company
P. O. Box 1188
Houston, TX 77251-1188
Attn: Rockford G. Meyer, Assistant General Counsel
Phone: (713) 853-5912

The complaint must be specific to a particular event(s), i.e., allocation of capacity, pending requests, etc. If the complaint is vague and does not address a specific event(s), complainant will be asked to provide further details.

- B. Seller will log the complaint and identify the following items on the log:
1. Name of complainant.
 2. Date complaint received by Seller.
 3. Specific subject of complaint.
- C. The recipient of the complaint will contact the appropriate person for further review/resolution. Seller will initially respond to complainant within 48 hours of the complaint. Seller 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.
- D. The complaint log will be updated to reflect that the responses have been issued.

16.4 Communication of Pricing and Capacity Information

Seller has established and shall maintain an electronic bulletin board to comply with the Order Nos. 497, et seq., requirement of contemporaneous communication of certain information covered by Order Nos. 497, et seq., to all

Effective Date: 03/01/1991 Status: Effective
FERC Docket: MT88- 26-006

6th Revised Sheet No. 34H 6th Revised Sheet No. 34H : Superseded
Superseding: 5th Revised Sheet No. 34H

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

potential shippers in the event Seller provided such information to a marketing affiliate. Seller has established such electronic bulletin board with an unaffiliated communications and computer services firm called US GASNET, which offers 24 hours a day availability and is accessible through a personal computer with a modem. Seller shall post daily at least by 12:00 noon and 4:00 p.m. Central Time general information regarding the availability and pricing of transportation services and the availability of pipeline capacity at key points on Seller's pipeline system.

To access this information, potential shippers should contact US GASNET by calling 1-303-368-9964. For further information relative to the electronic bulletin board, including fees and usage charges, potential shippers should contact Seller at 1-800-243-6766. All billings will be done by US GASNET to the potential shipper.

From time to time, Seller may also communicate information of general interest by mail, to potential shippers as defined in Order Nos. 497, et seq. A party may ensure that it falls within the definition of a "potential shipper" by sending a request to Seller at:

Transwestern Pipeline Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Manager - Market Services, Room 3758

Seller will also provide such pricing and capacity information to current Buyers or potential shippers who do not have access to Seller's electronic bulletin board upon specific request by potential shippers.

Effective Date: 01/01/1992 Status: Effective

FERC Docket: RP92- 67-000

Original Sheet No. 34C.1 Original Sheet No. 34C.1 : Superseded

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

- C. Requests for transportation under this Rate Schedule will be deemed null and void if Buyer fails to provide Seller with a fully executed Service Agreement within thirty (30) days after Seller has tendered such Service Agreement to Buyer.
- D. At the time such Service Agreement is executed, Buyer shall:
 - (i) Identify the corporate entity or entities ultimately receiving the gas and include the names in the Service Agreement if other than a local distribution company, interstate pipeline company, or intrastate pipeline company purchasing the gas for system supply; and
 - (ii) Provide written verification that the end-user(s) has signed sales contracts underlying the transportation service provided hereunder.
- E. The applicable Priority Date for interruptible transportation service provided hereunder shall be determined in the following manner:

Effective Date: 03/04/2002 Status: Effective
FERC Docket: RP02-157-000

Sixth Revised Sheet No. 35 Sixth Revised Sheet No. 35 : Effective
Superseding: 5th Revised Sheet No. 35

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

7) If Shipper is requesting service, or is currently receiving service, under 18 C.F.R. Section 284.101, et seq., (transporting gas on behalf of an intrastate pipeline or local distribution company), Transporter must receive certification (and may require sufficient information in order to verify the certification) that:

- (i) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
- (ii) The intrastate pipeline or local distribution company holds title to natural gas at some point, which may occur prior to, during, or after time that the gas is being transported by the interstate pipeline, for purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or
- (iii) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

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- B. Upon Transporter's acceptance to provide the requested service, Transporter shall tender to Shipper for execution a Service Agreement in the form as contained in Transporter's FERC Gas Tariff.
- C. Requests for transportation under this Rate Schedule will be deemed null and void if Shipper fails to provide Transporter with a fully executed Service Agreement within fifteen (15) days after Transporter has tendered such Service Agreement to Shipper.

Effective Date: 09/01/1995 Status: Effective

FERC Docket: RP95-271-001

5th Revised Sheet No. 36 5th Revised Sheet No. 36 : Effective
Superseding: 4th Revised Sheet No. 36

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

Notice is hereby given that upon the effective date of the Stipulation and Agreement in Docket No. RP95-271-000, Sheet No. 36 is hereby canceled.

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-489-000

Twenty-Fourth Revised Sheet No. 37 Twenty-Fourth Revised Sheet No. 37 : Effective
Superseding: Twenty-Third Revised Sheet No. 37

RATE SCHEDULE ITS-1
Interruptible Transportation Service
(continued)

11. ORDER NO. 2004 COMPLIANCE

Section 19 of the General Terms and Conditions of this Tariff contains Order No. 2004 compliance standards information, and complaint procedures.

12. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are hereby incorporated into and made a part of this Rate Schedule except for except for Sections 11.3 and 34.

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Third Revised Sheet No. 37A Third Revised Sheet No. 37A : Effective
Superseding: Second Revised Sheet No. 37A
RATE SCHEDULE PNR
Park `N Ride Service

1. AVAILABILITY
 - 1.1 This rate schedule is available for interruptible Park 'N Ride Service (PNR Service) on a non-discriminatory basis: (1) subject to Seller's flexibility to provide the service; and (2) at the sole discretion of Transwestern Pipeline Company (hereinafter referred to as "Seller") to any company or any other party (hereinafter referred to as "Buyer") on Seller's system when Buyer and Seller have executed a PNR Service Agreement in the form contained in Seller's FERC Gas Tariff.
 - 1.2 Seller shall not be required to provide service under this Rate Schedule that would require Seller to construct or acquire any new facilities or would prevent Seller from providing any other firm or interruptible service.
 - 1.3 Seller may contract for Market Center services on Pacific Gas & Electric Company for use in providing PNR service. The cost incurred for acquisition of any such services shall be costs separately recorded in Account No. 824. Transwestern is at risk for recovery of the associated with such services.
 - 1.4 Any Operator with an imbalance on its OBA may enter into a PNR Service Agreement pursuant to Section 6.1 of this Rate Schedule and may request such imbalance volumes to be transferred to its PNR Agreement. To the extent any quantities are transferred to a PNR Agreement, Operator shall be responsible for any applicable PNR charges.
 - 1.5 Any Shipper with a shipper imbalance may enter into a PNR Service Agreement pursuant to Section 6.1 of this Rate Schedule and may request such imbalance volumes to be transferred to its PNR Agreement. To the extent any quantities are transferred to a PNR Agreement, shipper shall be responsible for any applicable PNR charges.
2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 Service under this Rate Schedule shall be provided on an interruptible basis as follows:
 - A. Parking Service.

Parking service is an interruptible service which provides for: (a) the receipt by Seller of gas quantities that have been delivered by Buyer to the Parking Point(s) designated in an executed PNR Service Agreement between Seller and Buyer; (b) Seller holding the parked gas quantities at such Parking Point(s); and (c) the return of the gas quantities to the Buyer at such Parking Point(s), subject to Section 5 of this Rate Schedule. Seller shall park the quantities of gas for the Buyer up to the maximum total parked quantity as specified in the executed PNR Service Agreement.
 - B. Riding Service.

Riding service is an interruptible service which provides for: (a) the receipt of gas PNR quantities by Buyer from Seller at any of the Riding Point(s) designated in the executed Service Agreement between Seller and Buyer; and (b) the subsequent return of the ridden

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quantities to the Seller at such Riding Point(s), subject to Section 5 of this Rate
Seller shall make available for riding those quantities of gas up to the maximum total
quantity specified in the executed PNR Service Agreement.

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maximum

Service under this Rate Schedule shall be provided for a minimum of one (1) day and a
term as established by the mutual agreement of Buyer and Seller. The term of each PNR
arrangement shall be set forth in the executed PNR Service Agreement between
Buyer and Seller.

Effective Date: 09/01/1997 Status: Effective
FERC Docket: RP97-434-000

Original Sheet No. 37B Original Sheet No. 37B : Effective

RATE SCHEDULE PNR
Park `N Ride Service
(continued)

- 2.3 Transportation of gas quantities for or on behalf of the Buyer to or from the Parking Points or Riding Points will not be performed under this Rate Schedule.
- 2.4 Service under this Rate Schedule shall be scheduled and confirmed only after all other services offered by Seller are scheduled and confirmed.

3. RATE

- 3.1 The maximum and minimum unit rates for service under this Rate Schedule are listed on Sheet 5B.04 of Seller's FERC Gas Tariff. Buyer shall pay the maximum rate for service under this Rate Schedule unless a lower rate has been agreed to. The charge for service under this Rate Schedule shall be the applicable daily Park `N Ride charge multiplied by the quantity of gas parked or ridden multiplied by the number of days that the quantities are parked or ridden. Seller shall have the unilateral right to change the rates for service under this Rate Schedule pursuant to Section 4 hereof.
- 3.2 Discounted Rates: Seller may from time to time at its sole discretion charge any individual Buyer under this Rate Schedule a Park `N Ride rate which is lower than the Maximum Rate set forth on currently effective rate sheets, provided, however, that such rate charged may not be less than the Minimum Rate set forth in currently effective Tariff Rate Sheets for Rate Schedule PNR.
- 3.3 Negotiated Rates: Seller and Buyer may mutually agree to rates for services that may be above the maximum rates or below the minimum on the currently effective Rate Sheets for Rate Schedule PNR.

Effective Date: 03/04/2002 Status: Effective
FERC Docket: RP02-157-000

First Revised Sheet No. 37C First Revised Sheet No. 37C : Effective
Superseding: Original Sheet No. 37C

RATE SCHEDULE PNR
Park `N Ride Service
(continued)

4. CHANGE IN RATES

Seller shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to this Rate Schedule, (b) this Rate Schedule, pursuant to which service hereunder is rendered; provided, however, that the interruptible character of service shall not be subject to change hereunder, and/or (c) any provisions of the General Terms and Conditions applicable to this Rate Schedule. Such changes may be implemented through a tariff filing. Seller agrees that Buyer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Shipper's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

5. PNR POINTS OF SERVICE

- 5.1 Seller shall post, in a non-discriminatory manner, Parking Points and Riding Points of service on Seller's Electronic Bulletin Board. Seller may, at its sole discretion, post from time to time additions or deletions to the list of available points of service. If Seller terminates a point where parked quantities are to be returned to a Buyer or ridden quantities are to be returned to Seller, such point(s) shall remain available for the limited purpose of completing such outstanding transactions unless Buyer and Seller mutually agree to utilize a different Parking Point or Lending Point.
- 5.2 In order to facilitate Park `N Ride Service under this Rate Schedule, Parking Points and Riding Points shall be assigned new PNR Point of Interest (POI) numbers. Each new PNR POI shall be associated with an existing POI located at the same physical point on Seller's system as the new PNR POI. There shall be no transportation or transportation-related fees associated with the nomination of any gas quantities between the PNR POI and its associated existing POI.

6. REQUESTS FOR SERVICE

- 6.1 Requests for service under this Rate Schedule shall be considered acceptable only if Buyer has completed and returned Seller's service request form (which is available to all Buyers upon request). Such request for service shall contain the information specified in Seller's service request form, as such may be revised from time to time, and:
- A. Either with the request for service or at the time of execution of the PNR Service Agreement, such other information as required to comply with regulatory reporting or filing requirements; and
 - B. Sufficient information to determine Buyer's creditworthiness in accordance with Section 13 of the General Terms and Conditions of this Tariff.
- 6.2 Upon Seller's acceptance to provide the requested service, Seller shall tender to Buyer for execution a PNR Form of Service Agreement in the form as set forth in Seller's FERC Gas Tariff. Such tender and execution may be by electronic means.

Effective Date: 09/01/1997 Status: Effective

FERC Docket: RP97-434-000

Original Sheet No. 37D Original Sheet No. 37D : Effective

RATE SCHEDULE PNR
Park 'N Ride Service
(continued)

7. NOMINATIONS AND SCHEDULING

7.1 Buyer shall nominate Park `N Ride service under this Rate Schedule in accordance with the nomination deadlines set forth in Section 22 of the General Terms and Conditions of this Tariff. Such nominations shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller.

RATE SCHEDULE PNR
Park 'N Ride Service
(continued)

8. ALLOCATION OF SERVICE

For purposes of allocating or curtailing service among Buyers under this Rate Schedule, Seller shall give service priority based upon the highest total cost commitment to Shipper. For the purposes of allocating capacity under this Rate Schedule, Buyers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate. Service will be allocated or curtailed on a pro-rata basis among Buyers willing to pay the same total cost commitment to Seller for such service.

9. NOTIFICATION FROM SELLER

- 9.1 Buyer may be required, upon notification from Seller, to cease or reduce deliveries to, or receipts from, Seller's Park 'N Ride Service within the gas day consistent with Seller's operating conditions. Further, Buyer may be required to return ridden quantities and/or remove parked quantities upon notification from Seller. Such notification may be written communication, telecopy, telephone, e-mail, or Electronic Bulletin Board (EBB) posting. Seller's notification shall specify the time frame within which parked quantities shall be removed and/or ridden quantities shall be returned, consistent with Seller's operating conditions, but in no event shall the specified time be sooner than the next calendar day after Seller's notification. In the event that the specified time for removal or return of gas quantities is the next calendar day, the time of required removal or return shall begin from the time that Buyer receives actual notice from Seller. Notices required after business hours for the next calendar day will be provided to Buyer via telephone and EBB. In the event that Buyer makes a timely nomination in response to notification by Seller to remove parked quantities and/or return ridden quantities, the obligation of Buyer to comply with the notification shall begin when Seller schedules the nomination; provided however, Buyer shall exercise best efforts to nominate transportation service on a firm or interruptible basis, as necessary, to receipt and delivery points made available by Seller so as to accommodate, to the greatest extent possible, Seller's notification to remove parked quantities and/or return ridden quantities.

Effective Date: 09/01/1997 Status: Effective

FERC Docket: RP97-434-000

Original Sheet No. 37F Original Sheet No. 37F : Effective

RATE SCHEDULE PNR
Park 'N Ride Service
(continued)

- 9.2 In the event parked quantities remain in Seller's system and/or ridden quantities have not been returned to Seller's system at the expiration of any purchase order executed by Buyer and Seller, Seller and Buyer shall mutually agree to an extended time frame and/or modified terms of such purchase order. In the event that Buyer and Seller are unable to come to such agreement, Seller shall notify Buyer and Buyer shall remove the parked quantities and/or return the ridden quantities within the time frame specified in Seller's notice, which in no instance shall be less than one (1) calendar day. Any parked quantity not removed within the time frame specified by Seller's notice shall become the property of Seller at no cost to Seller, free and clear of any adverse claims. Any ridden quantities not returned within the time frame specified by Seller's notice shall be sold to Buyer at 150% of the "PNR Index Price", as defined below, for the day on which Seller's notice was given.
- A. The PNR Index Price for any given day shall equal the daily price as reported in Gas Daily table entitled "DAILY PRICE SURVEY" for delivery into Seller's mainline system from the "Texas--West Waha, Permian" basin and/or any other basin mutually agreed upon by Buyer and Seller. (If a range of prices is given for any particular day, the midpoint of such range shall represent the day's price at a particular location.) If, for any reason, Gas Daily ceases to be available for a particular day, the PNR Index Price shall be calculated for the above described locations using any other generally accepted available industry publication chosen by Seller.
10. OTHER CONDITIONS OF SERVICE
- 10.1 Seller shall not be required to provide service under this Rate Schedule in the event that all facilities needed to render the requested service do not exist or are not in service at the time the request is made or the time service is commenced.
11. GENERAL TERMS AND CONDITIONS
- 11.1 The "General Terms and Conditions of this Tariff" are hereby incorporated into and made a part of this Rate Schedule.

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Eleventh Revised Sheet No. 38 Eleventh Revised Sheet No. 38 : Effective
Superseding: 10th Revised Sheet Nos. 38-40
RATE SCHEDULE SP-1
Supply Pooling Service

1. AVAILABILITY

This Rate Schedule is available for pooling of receipt volumes by Transwestern Pipeline Company (Transporter) for any Shipper, when:

- A. Shipper has entered into an SP-1 Service Agreement in the form contained in Transporter's FERC Gas Tariff, and
- B. Shipper has gas available from various physical receipt points in a specific pooling area from which Shipper may pool such gas to a single Supply Pooling Point in order to facilitate the delivery of gas to other Shippers.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Shipper may pool gas on its SP-1 Service Agreement from physical receipt points within a specific pooling point area to the Supply Pooling Point for that pooling area, or from the pooling point to other Shipper(s) at the same pooling point. The Supply Pooling Point(s) will always be the delivery point(s) on the SP-1 Service Agreement.
- 2.2 Scheduled receipt gas will always equal scheduled delivery gas under an SP-1 Service Agreement. There will be no imbalances under SP-1 Service Agreements.
- 2.3 Service under this Rate Schedule shall be scheduled and confirmed in accordance with the nominations and scheduling provisions in the General Terms and Conditions of this tariff.
- 2.4 The term of the Service Agreement shall be determined by agreement between the parties.

3. RATE

Shippers will not incur charges to move gas from the physical points to the Supply Pooling Point for the specific pooling area, nor for transfers within the specific Supply Pooling Point.

4. SUPPLY POOLING POINTS OF SERVICE

Transporter shall post a listing of physical receipt points associated with each Supply Pooling Point on Transporter's Electronic Bulletin Board. Transporter will file with the FERC any additions or deletions to the list of available points of service.

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Original Sheet No. 38A Original Sheet No. 38A : Effective

RATE SCHEDULE SP-1
Supply Pooling Service

5. REQUESTS FOR SERVICE

5.1 Requests for service under this Rate Schedule shall be considered valid only if Shippers have completed and returned Transporter's service request form (which is available to all Shippers upon request). Such request for service shall contain the information specified in Transporter's service request form, as such may be revised from time to time, and, either with the request for service or at the time of execution of the SP-1 Pooling Service Agreement, such other information as required to comply with regulatory reporting or filing requirements.

5.2 Upon Transporter's determination of its ability to provide the requested service, Transporter shall tender to Shipper for execution a Supply Pooling Form of Service Agreement in the form as set forth in Transporter's FERC Gas Tariff.

6. NOMINATIONS AND SCHEDULING

Shipper shall nominate Supply Pooling service under this Rate Schedule in accordance with the nomination deadlines set forth in Section 22 of the General Terms and Conditions of this Tariff. Such nominations shall be subject to confirmation by Transporter which shall be based on the best operating information available to Transporter.

7. ALLOCATION OF SERVICE

For purposes of allocating or curtailing service for volumes under this Rate Schedule, Transporter shall give service priority based upon the receipt and delivery priorities as determined by the actual transportation agreement under which the gas will be transported from the supply pooling point on Transporter's system during the nomination cycle as stated in the General Terms and Conditions of Tariff.

8. OTHER CONDITIONS OF SERVICE

Transporter shall not be required to provide service under this Rate Schedule in the event that all facilities needed to render the requested service do not exist or are not in service at the time the request is made or the time service is commenced.

9. GENERAL TERMS AND CONDITIONS

The "General Terms and Conditions of this Tariff" are hereby incorporated into and made a part of this Rate Schedule.

Effective Date: 01/01/2003 Status: Effective

FERC Docket: RP00-490-002

6th Revised Sheet Nos. 39-40 6th Revised Sheet Nos. 39-40 : Effective
Superseding: 10th Revised Sheet Nos. 38-40

Notice is hereby given that effective October 1, 1992, Sheet Nos. 39 through 40 of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 are hereby canceled.

Effective Date: 05/01/1990 Status: Effective
FERC Docket: CP90- 14-003

Substitute Original Sheet No. 39A Substitute Original Sheet No. 39A : Superseded

RATE SCHEDULE IS-1
Interruptible Sales
(continued)

- (B) The Rate Schedules ITS and/or FTS contract number(s) under which the IS sales gas will be transported; and
- (C) The quantity of gas to be tendered at the point(s) of sales; and
- (D) The estimated term of the nomination; and
- (E) The name, position and phone number of person authorized by Buyer to submit nominations; and
- (F) The name and phone number of person authorized by Buyer to perform day-to-day confirmation of purchases.

If Buyer fails to comply with the provisions of this Section 5, then Seller shall not schedule the initiation of or changes to service nominated by Buyer.

In the event gas supplies remain available after gas has been scheduled or as a result of an operations or weather situation, then Seller may accept nominations or schedule service after the time deadline set forth above. Such sales shall be made available on a not unduly discriminatory, first-come, first-served basis.

The applicable Priority Date for interruptible sales service provided hereunder shall be determined as follows:

- (i) The Priority Date shall be the date Seller receives a request for service under Rate Schedule IS-1; provided, however, if Buyer fails for reasons not attributable to Buyer's or Seller's force majeure to purchase quantities of natural gas pursuant to this Rate Schedule within 15 days after the Service Agreement is executed, then Buyer's Priority Date will be the day Buyer first purchases gas hereunder.

Effective Date: 12/01/1990 Status: Effective

FERC Docket: RP91- 15-000

1st Revised Sheet No. 39B 1st Revised Sheet No. 39B : Superseded
Superseding: Substitute Original Sheet No. 39B

RATE SCHEDULE IS-1
Interruptible Sales
(continued)

- (ii) Requests for extension of the term of an IS-1 Service Agreement pursuant to an evergreen provision contained thereunder shall not affect the Priority Date of such Service Agreement.

Seller shall schedule all interruptible sales quantities in accordance with the following priorities:

- 1) Interruptible sales within contract quantities shall be scheduled on a first-come, first-served basis, based upon the Priority Date.
- 2) Seller shall not interrupt under this rate schedule, for the remainder of any calendar month, a Buyer that purchases gas in order to schedule and provide service to another Buyer under Rate Schedule IS-1 with a higher Priority Date for interruptible service as defined above. As used herein, the term "purchased gas" shall mean:
 - i. volumes scheduled and sold the previous day; or
 - ii. volumes considered purchased for a previous gas day and nominated for the ensuing gas day(s), but not scheduled as a result of Seller's operational considerations. To the extent a Buyer fails to nominate such purchased gas on the subsequent day, the Buyer will lose such purchased gas protection. Buyer may not carry-over purchased gas protection from one month to another.

Effective Date: 10/01/1989 Status: Effective

FERC Docket: CP88-99-104

Substitute 1st Revised Sheet Nos. 41-47 Substitute 1st Revised Sheet Nos. 41-47 : Effective
Superseding: Substitute Original Sheet Nos. 41-47

SHEET NOS. 41 through 47
have not been issued,
but are being reserved
for future use.

Effective Date: 09/06/2002 Status: Pending

FERC Docket: RP97-288-025

1st Rev. 19th Rev. Sheet No. 48 1st Rev. 19th Rev. Sheet No. 48 : Pending

Superseding: Nineteenth Revised Sheet No. 48

GENERAL TERMS AND CONDITIONS

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Effective Date: 09/22/2004 Status: Effective
 FERC Docket: RP04-489-000

Twenty-Third Revised Sheet No. 48 Twenty-Third Revised Sheet No. 48 : Effective
 Superseding: Twenty-Second Revised Sheet No. 48
 GENERAL TERMS AND CONDITIONS

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Eleventh Revised Sheet No. 49 Eleventh Revised Sheet No. 49 : Effective
Superseding: Tenth Revised Sheet No. 49

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS

Except as otherwise indicated, the following terms when used herein or in any agreement incorporating these General Terms and Conditions in this FERC Gas Tariff are intended, used and shall be construed to have the following meaning:

1.1 The term "day" shall mean a period of 24 consecutive hours beginning and ending at nine o'clock a.m. Central Clock Time.

1.15 The term "business day" is defined as Monday through Friday, excluding Federal Banking Holidays.

1.2 The term "month" or "billing month" shall mean the period beginning at nine o'clock a.m. Central Clock Time on the first day of a calendar month and ending at the same hour on the first day of the next succeeding calendar month; provided that if deliveries are not commenced on the first day of a calendar month, then the billing month shall start with the commencement of deliveries during the current month.

1.25 The term "Central Clock Time" shall mean Central Standard Time throughout the year, as adjusted for Central Daylight Time.

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

1.27 The term pooling shall mean: (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.

1.28 NAESB (also referred to in this tariff as GISB) Standards are the business practices and electronic standards adopted by the Wholesale Gas Quadrant of North American Energy

Standards

Board ("NAESB") and by the Commission. Transwestern incorporates the following NAESB Definitions, Standards and Datasets by reference herein:

Version 1.6 - July 31, 2002:

0.3.1; 1.2.1; 1.2.2; 1.2.3; 1.2.4; 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; 1.3.7; 1.3.14; 1.3.15; 1.3.16; 1.3.17; 1.3.18;

1.3.22;

1.3.23; 1.3.26; 1.3.27; 1.3.30; 1.3.35; 1.3.36; 1.3.37; 1.3.38; 1.3.43; 1.3.44; 1,3,45; 1.3.46; 1.3.47; 1.3.48; 1.3.49; 1.3.50; 1.3.51; 1.3.52; 1,3,53; 1.3.54; 1.3.55; 1.3.56; 1.3.57; 1.3.58; 1.3.59; 1.3.60; 1.3.61; 1.3.62; 1.3.63; 1.3.64; 1.3.65; 1.3.66; 1.3.67; 1.3.68; 1.3.69; 1.3.70; 1.3.71; 1.3.72; 1.3.73; 1.3.74; 1.3.75; 1.3.76; 1.3.77; 1.3.78; 1.3.79; 1.4.1; 1.4.2; 1.4.3; 1.4.4; 1.4.5; 1.4.6; 1.4.7; 2.2.2; 2.2.3; 2.3.1; 2.3.2;

2.3.3;

2.3.4; 2.3.5; 2.3.6; 2.3.8; 2.3.9; 2.3.10; 2.3.12; 2.3.13; 2.3.15; 2.3.16; 2.3.17;

2.3.18;

2.3.19; 2.3.20; 2.3.21; 2.3.22 ; 2.3.23; 2.3.24; 2.3.25; 2.3.26; 2.3.27; 2.3.28; 2.3.29; 2.3.30; 2.3.32; 2.3.33; 2.3.34; 2.3.35; 2.3.36; 2.3.37; 2.3.38; 2.3.39; 2.3.40; 2.3.41; 2.3.42; 2.3.43; 2.3.44; 2.3.45; 2.3.46; 2.3.47; 2.3.48; 2.3.49; 2.3.50; 2.4.1; 2.4.2;

2.4.3;

2.4.4; 2.4.5; 2.4.6; 2.4.7; 2.4.8; 2.4.9; 2.4.10; 2.4.11; 2.4.12; 2.4.13; 2.4.14; 2.4.15; 2.4.16; 3.3.1; 3.3.2; 3.3.3; 3.3.4; 3.3.5; 3.3.6; 3.3.7; 3.3.8;

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Superseding: Sixth Revised Sheet No. 50

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(continued)

3.3.9; 3.3.10; 3.3.11; 3.3.12; 3.3.13; 3.3.16; 3.3.22; 3.3.23; 3.3.24; 3.3.25; 3.3.26;
3.4.1;
3.4.2; 3.4.3; 3.4.4; 4.2.1; 4.2.2; 4.2.3; 4.2.4; 4.2.5; 4.2.6; 4.2.7; 4.2.8; 4.2.9;
4.2.10;
4.2.11; 4.2.12; 4.2.13; 4.2.14; 4.2.15; 4.2.16; 4.2.17; 4.2.18; 4.2.19; 4.2.20; 4.3.1;
4.3.2;
4.3.3; 4.3.5; 4.3.6; 4.3.7; 4.3.8; 4.3.9; 4.3.10; 4.3.11; 4.3.12; 4.3.13; 4.3.14; 4.3.15;
4.3.16; 4.3.17; 4.3.18; 4.3.19; 4.3.20; 4.3.21; 4.3.22; 4.3.23; 4.3.24; 4.3.25; 4.3.26;
4.3.27;
4.3.28; 4.3.29; 4.3.30; 4.3.31; 4.3.32; 4.3.33; 4.3.34; 4.3.35; 4.3.36; 4.3.37; 4.3.38;
4.3.39;
4.3.40; 4.3.41; 4.3.42; 4.3.43; 4.3.44; 4.3.45; 4.3.46; 4.3.47; 4.3.48; 4.3.49; 4.3.50;
4.3.51;
4.3.52; 4.3.53; 4.3.54; 4.3.55; 4.3.56; 4.3.57; 4.3.58; 4.3.59; 4.3.60; 4.3.61; 4.3.62;
4.3.63;
4.3.64; 4.3.65; 4.3.66; 4.3.67; 4.3.68; 4.3.69; 4.3.70; 4.3.71; 4.3.72; 4.3.73; 4.3.74;
4.3.75;
4.3.76; 4.3.78; 4.3.79; 4.3.80; 4.3.81; 4.3.82; 4.3.83; 4.2.84; 4.3.85; 4.3.86; 4.3.87;
4.3.88;
5.2.1; 5.2.2; 5.2.3; 5.3.7; 5.3.18; 5.3.21; 5.3.22; 5.3.23; 5.3.24; 5.3.28; 5.3.30;
5.3.33;
5.3.34; 5.3.35; 5.3.36; 5.3.38; 5.3.39; 5.3.40; 5.3.41; 5.3.42; 5.3.43; 5.3.46; 5.3.47;
5.3.48;
5.3.49; 5.3.50; 5.3.51; 5.3.52; 5.3.53; 5.3.54; 5.3.55; 5.3.56; 5.3.57; 5.3.58; 5.4.1;
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; and 5.4.22.

- 1.3 The term "Maximum Daily Transportation Quantity" (MAXDTQ) shall mean the maximum quantity of natural gas provided in the Service Agreement that Shipper is entitled to receive and Transporter is obligated to deliver on any day.
- 1.4 The term "natural gas" shall mean either natural gas unmixed, or any mixture of natural and artificial gas.
- 1.5 The term "cubic foot" shall mean the volume of gas which occupies one cubic foot of space measured at 14.73 pounds per square inch absolute at a temperature of 60 degrees Fahrenheit in accordance with Section 4 hereof.
- 1.6 The term "British Thermal Unit" (Btu) shall mean the amount of heat required to raise the temperature of one (1) pound of water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit.

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Superseding: 2nd Revised Sheet No. 51

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(continued)

- 1.7 The term "dekatherm" (dth) shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units. One "dekatherm of gas" shall mean the quantity of gas which contains one dekatherm of heat energy.
- 1.8 The term "Mcf" shall mean 1,000 cubic feet of gas.
- 1.9 The term "total heating value" means:
- A. For Shippers receiving service by Transporter to the Needles and/or Topock delivery points, the number of British Thermal Units evolved by the complete combustion with air, at constant pressure, of one cubic foot of anhydrous (dry) gas under a pressure of 14.73 psia and at a temperature of 60o Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air and all of the water formed by combustion is condensed to the liquid state in accordance with rules set forth in "Public Utilities Commission of the State of California General Order No. 58-B" or any other methods of determination as may be mutually agreed upon.
 - B. For Shippers receiving service for gas delivered at any delivery point except the Needles and Topock delivery points, the number of British Thermal Units evolved by the complete combustion with air, at constant pressure, of one cubic foot of anhydrous (dry) gas under a pressure of 14.73 psia and at a temperature of 60o Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air and all of the water formed by combustion is condensed to the liquid state, or any other methods of determination as may be mutually agreed upon.
- 1.10 The term "quantity of gas" shall mean the number of units of gas expressed in dekatherms unless otherwise specified.
- 1.11 The term "Operator" shall mean a party which physically operates facilities connected to Transporter's pipeline system for deliveries of gas into or out of Transporter's system or a third-party designated in writing by the Operator physically operating such facility to sign an Operator Balancing Agreement for the interconnect point(s).

Such third-party Operator must meet on a continuing basis the creditworthiness requirement of Transwestern's FERC Gas Tariff, must execute an Operator Balancing Agreement in place of such Operator(s), and must agree to assume all of the Operator's rights, duties and obligations under the Operator Balancing Agreement for the designated interconnect point(s).

Substitute Ninth Revised Sheet No. 51A Substitute Ninth Revised Sheet No. 51A : Effective
Superseding: Eighth Revised Sheet No. 51A

GENERAL TERMS AND CONDITIONS
(continued)

- 1.12 The term "Transport Fuel" shall mean the fuel charge for transmission, company use gas, and lost and unaccounted for gas and recovered on an "in kind" basis, as set forth on the currently effective Rate Sheets of this FERC Gas Tariff.
- 1.13 The term "Primary Path" shall mean the most direct route on Transporter's system between the Primary Receipt Point(s) and Primary Delivery Point(s). The direction of flow for such path shall be from the Primary Receipt Point(s) to the Primary Delivery Point(s) as indicated in the FTS-1, LFT, FTS-3 and EFBH Service Agreements. A Shipper under Rate Schedules FTS-1, LFT, FTS-3 and EFBH may change such Primary Receipt Point(s) or Primary Delivery Point(s) or use an Alternate Receipt Point(s) or Alternate Delivery Point(s) outside its Primary Path subject to the negotiation with Transporter of such points and rates, not to exceed the maximum applicable tariff rate.
- 1.14 The term "Primary Receipt Point" shall mean those receipt points on Transporter's system under Shipper's FTS-1, LFT, FTS-3, EFBH or FTS-2 Service Agreement with a specified firm volume, as may be amended upon mutual agreement from time to time, but in no event shall any moving of a primary receipt point result in a lower reservation charge.
- 1.15 The term "Alternate Receipt Point" shall mean all eligible receipt points within the direction of flow of Shipper's Primary Path on Transporter's system and volumes in excess of Primary Receipt Point volumes, from which Shipper under Rate Schedule FTS-1, LFT, FTS-3, EFBH or FTS-2 may nominate volumes to be received on an interruptible basis (i.e., may be interrupted only by a firm shipper using the point(s) as a primary point(s)) under its FTS-1, LFT, FTS-3, EFBH or FTS-2 Service Agreement for a period not exceeding one calendar month until and unless renominated and scheduled.
- 1.16 The term "Merchantability" refers to a gas stream which is commercially salable and fit for the market, and of a quality which will bring the then current market price without additional treatment or processing.
- 1.17 The term "Primary Delivery Point" shall mean those delivery point(s) on Transporter's system under Shipper's FTS-1, LFT, FTS-3, EFBH or FTS-2 Service Agreement with a specified firm volume, as may be amended upon mutual agreement from time to time, but in no event shall any moving of a primary delivery point result in a lower reservation charge.
- 1.18 The term "Alternate Delivery Point" for service under Rate Schedules FTS-1, LFT, FTS-3, EFBH, or FTS-2 shall mean the point(s) of delivery points within the direction of flow of Shipper's Primary Path on Transporter's system under Shipper's FTS-1, LFT, FTS-3, EFBH or FTS-2 Service Agreement, other than Primary Delivery Points, where Shipper nominates quantities; provided, however, that service to such alternate point(s) shall be on an interruptible basis (i.e., may be interrupted only by a firm shipper using the point(s) as a primary point(s)) under Shipper's Service Agreement for a period not exceeding one calendar month until and unless renominated and scheduled.

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FERC Docket: RP03-360-000

Tenth Revised Sheet No. 51B Tenth Revised Sheet No. 51B : Effective

Superseding: Ninth Revised Sheet No. 51B

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(continued)

- 1.19 The term "Transporter" shall be interchangeable with the term "Seller" and shall mean Transwestern Pipeline Company.
- 1.20 The term "Shipper" shall be interchangeable with the term "Buyer" and shall mean any party purchasing services from Transwestern Pipeline Company under any of the Rate Schedules in this Tariff.
- 1.21 The term "Agent" shall mean one who is authorized, in writing, to act for a Shipper or Operator, and who may do and perform any such authorized acts as may be required to be performed by a Shipper or Operator under this Tariff (including, but not limited to, nominating, scheduling, and/or confirming quantities of gas for transportation; receiving bills; and reconciling and clearing imbalances), as if the same were being performed by the Shipper or Operator itself.
- 1.22 The term "Area" shall mean those receipt/delivery point areas defined in Section 28 of the General Terms and Conditions.
- 1.23 The term "Recourse Rate" shall mean the Commission approved maximum tariff rates set forth on sheet Nos. 5 through 5B.02, as modified from time to time.
- 1.24 The term "La Plata Facilities" shall mean the jointly-owned mainline facilities of Transporter and Northwest Pipeline Corporation ("Northwest") which commence at a new measurement facility and custody transfer point between Northwest and Transporter located downstream of the discharge side of the La Plata B compressor station in La Plata County, Colorado and extend south to the existing interconnect with the Blanco Hub, located in San Juan County, New Mexico.
- 1.25 The term "Transporter's Website" shall mean the Uniform Resource Locator (URL) of Transporter's Electronic Communication Mechanism on the Internet at <http://www.tw.enron.com>. "Transporter's Website" shall also be interchangeable with the terms "Internet Website" and "Electronic Bulletin Board (EBB)" in this tariff.
- 1.26 "Execution" or "executed" or any other form of the root word "execute" when used with respect to any service agreement, amendment to service agreement, or any other contract shall include electronic execution pursuant to the procedures established by Transporter.
- 1.27 "Written" or "in writing" or any other combination of words indicating a requirement that a document be in a physically written form shall include any service agreement, amendment to service agreement, or any other contract or document which has been electronically executed pursuant to the procedures established by Transporter.
- 1.28 Physical Points - points on Transporter's system at which gas is actually received into or actually delivered out of Transporter's system.
- 1.29 Logical Points - points on Transporter's system which may be used by a Shipper as receipt or delivery points which are not physical points as defined in this tariff.
- 1.30 Supply Pooling Points - Logical Points established by Transporter which may be used by Shippers to aggregate supplies pursuant to the provisions of Rate Schedule SP-1.
- 1.31 The term "Elapsed Pro-rata Capacity" (EPC) shall mean the portion of the capacity (under capacity release) that would have theoretically been available for use prior to the effective time of the intraday recall based on a cumulative uniform hourly use of the capacity.

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Sixth Revised Sheet No. 52 Sixth Revised Sheet No. 52 : Effective

Superseding: Fifth Revised Sheet No. 52

GENERAL TERMS AND CONDITIONS
(continued)

2. QUALITY

- 2.1 The gas stream delivered into Transporter's pipeline system (excluding the La Plata Facilities) by Shipper or Shipper's designee at receipt points shall conform to each of the following quality specifications:
- A. shall be commercially free from objectionable odors, solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with the intended purpose or Merchantability of the gas, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow;
 - B. shall contain not more than seven (7) pounds/MMcf of water at the temperature and pressure at which the gas is delivered into Transporter's pipeline system;
 - C. shall contain no hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered into Transporter's pipeline system;
 - D. shall contain not more than 0.2% by volume of oxygen;
 - E. shall contain not more than 2.0% by volume of carbon dioxide;
 - F. shall contain not more than a combined total of 3.0% by volume of carbon dioxide plus nitrogen;
 - G. shall contain not more than one quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet of gas;
 - H. shall contain not more than 0.3 grains of mercaptan sulfur per one hundred (100) cubic feet of gas;
 - I. shall contain not more than 0.75 grains of total sulfur per one hundred (100) cubic feet of gas;
 - J. shall not contain any toxic or hazardous substance in concentrations which, in the normal use of the gas, may be hazardous to health, injurious to pipeline facilities, or be a limit to Merchantability or be contrary to applicable government standards;
 - K. shall have a minimum total heating value of not less than nine-hundred-seventy (970) Btu's per cubic foot; and
 - L. shall have a temperature of not less than forty (40) degrees Fahrenheit, and not more than one hundred twenty (120) degrees Fahrenheit.

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Sixth Revised Sheet No. 53 Sixth Revised Sheet No. 53 : Effective
Superseding: Fifth Revised Sheet No. 53

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(continued)

- 2.2 The gas stream delivered, into the La Plata Facilities by Shipper or Shipper's designee at receipt point's shall conform to each of the following quality specifications:
- A. shall be commercially free from objectionable odors, solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with the intended purpose or Merchantability of the gas, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow;
 - B. shall be free from liquid water and shall not contain more than seven pounds of water in vapor phase per million cubic feet,
 - C. The hydrocarbon dew point of the gas delivered shall not exceed fifteen degrees Fahrenheit at any pressure between 100 psia and 1,000 psia as calculated from the gas composition and shall be free from hydrocarbons in the liquid state. At all times, any and all liquid or liquefiable hydrocarbons, or any other constituent or by-product, recovered from the gas by Transporter, after delivery of gas to Transporter shall be and remain the exclusive property of Transporter,
 - D. shall not contain in excess of two-tenths of one percent by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the gas completely free of oxygen,
 - E. shall contain not more than two percent by volume of carbon dioxide and shall contain not more than three percent by volume of combined nonhydrocarbon gases including, but not limited to, carbon dioxide, nitrogen and oxygen, except as otherwise provided in Section F. (see below)
 - F. Accepting Gas Which Fails to Meet Specifications. To the extent Transporter can accept gas that does not meet quality specifications without jeopardizing Transporter's ability to meet its obligations to deliver gas to downstream interconnecting pipelines or markets, it will do so on a non-discriminatory basis to all similarly situated Shippers. When such ability is jeopardized by gas not meeting the quality specifications as set forth in Section E, Transporter will implement the following steps in the following order:

GENERAL TERMS AND CONDITIONS
(continued)

- (a) Transporter will identify the receipt point(s) from which gas is flowing that contain more than 2% by volume of carbon dioxide and/or more than 3% by volume of total nonhydrocarbon gases and which are contributing to the gas quality problem.
 - (b) Transporter will then rank these receipt points according to the highest percentage by volume of carbon dioxide and/or nonhydrocarbon gas entering the system (depending on which violation of quality specifications is impacting or may impact Transporter's ability to deliver). Transporter will make reasonable efforts to notify receipt point operators by telephone and via its Electronic Bulletin Board at the earliest time possible as to the action required and the time within which compliance is required, depending on the operational situation existing at the time. Transporter will notify the receipt point operators in the order of the ranking starting with the receipt point with the highest percentage of applicable contaminant until the problem is resolved. The required action may include any alternative that will alleviate the gas quality problem.
 - (c) Within two business days after resolving a gas quality problem, Transporter will post to its Electronic Bulletin Board: a description of the problem, the receipt point, the receipt point operator, the action required, the action taken, and the date and time that the problem was resolved.
- G. shall contain not more than one quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet of gas;
 - H. shall contain not more than 0.3 grains of mercaptan sulfur per one hundred (100) cubic feet of gas;
 - I. shall contain not more than 0.75 grains of total sulfur per one hundred (100) cubic feet of gas;
 - J. shall not contain any toxic or hazardous substance in concentrations which, in the normal use of the gas, may be hazardous to health, injurious to pipeline facilities, or be a limit to Merchantability or be contrary to applicable government standards;
 - K. shall be free from any detectable mercury.

GENERAL TERMS AND CONDITIONS
(continued)

- 2.23 Transporter may refuse to accept any gas stream from Shipper or Shipper's designee which fails to conform with the gas quality specifications itemized in Paragraphs 2.1 and 2.2. above. Transporter, in its reasonable discretion exercised on a not unduly discriminatory basis, may waive the gas quality specifications for any gas stream delivered into its pipeline system at receipt points, provided that such waiver will not result in a blended gas stream which does not comply with the gas quality specifications listed in Paragraph 2.1 and 2.2 above, or will not prevent delivery of the blended gas stream into a downstream pipeline if the gas quality specifications of said downstream pipeline are less stringent than those listed in Paragraph 2.1 and 2.2 above. Transporter may, but is not obligated to, process or treat the gas stream on its system to assure that the gas stream meets Transporter's gas quality specifications.
- Any Shipper on Transporter's system shall have the option of: (i) processing the volumes it owns or (ii) entering into contractual arrangements with third-party plant operators for such processing.
- 2.34 Except as provided in Paragraph 2.45 below, the gas stream delivered to Shipper or Shipper's designee by Transporter at the delivery points shall conform to each of the gas quality specifications set forth in Paragraphs 2.1 and 2.2 above, or the gas quality specifications enforced by the downstream pipeline into which gas is delivered, whichever is less stringent, subject to the presence of substances in Transporter's pipeline system as of January 1, 1990.
- 2.45 If the gas stream delivered by Transporter to Shipper or Shipper's designee shall fail at any time to conform to any of the quality specifications set forth above, Shipper will notify Transporter of such deficiency and if Transporter fails to remedy such deficiency promptly, Shipper may, at its option, refuse to accept further delivery pending correction by Transporter.
- 2.56 If the gas offered for transportation hereunder shall fail at any time to conform to the quality provisions set forth in the Service Agreement between Transporter and Shipper, or if in Transporter sole judgement such gas may cause harm to its facilities, then Transporter shall notify Shipper of such deficiency and may, at its option, refuse to accept delivery pending correction by Shipper.

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3rd Revised Sheet No. 54 3rd Revised Sheet No. 54 : Effective
Superseding: 1st Revised Sheet No. 54

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3. SELLER TO CONFORM TO SPECIFICATIONS

- 3.1 If the gas offered for delivery by Seller shall fail at any time to conform to any of the quality specifications set forth above, Buyer will notify Seller of such deficiency and if Seller fails to remedy such deficiency promptly, Buyer may, at its option, refuse to accept further delivery pending correction by Seller.
- 3.2 Within the limits of the minimum total heating value specifications herein specified, Seller shall have the right before delivery of the gas to Buyer to remove from the gas delivered hereunder any constituent thereof other than methane and shall have the right to remove such methane as is necessarily removed from gas in the process of removing other constituents.

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FERC Docket: RS92- 87-003

4th Revised Sheet No. 55 4th Revised Sheet No. 55 : Effective

Superseding: 3rd Revised Sheet No. 55

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4. MEASUREMENT

Unless otherwise agreed to by Transporter and Operator, Transporter shall perform the measurement of the quantities of gas received into or delivered from an interconnect point on Transporter's system.

The methods of computing measured quantities shall be: (1) for orifice meters, in accordance with the recommendations set forth in ANSI/API 2530, approved May 1985, or, alternatively, AGA-3, or as such recommendations may be amended from time to time, (2) for any gas measured by displacement or turbine meters, the methods of computation shall be in accordance with the procedures outlined in the latest addition of AGA Gas Measurement Manual, Part 7 "Measurement Calculations and Data Gathering", or as such manual may be amended from time to time.

The quantities of gas received or delivered hereunder shall be measured according to Boyles's and Charles' Laws for the measurement of gas under varying pressures and temperatures with deviation therefrom as provided in paragraph (F) of this section, and shall be determined as follows:

- A. The unit of volume for the purpose of measurement shall be one (1) cubic foot of gas at a base temperature of sixty (60) degrees Fahrenheit, and at a pressure base of fourteen and seventy-three hundredths (14.73) pounds psia.
- B. The unit of measurement for the purpose of billing shall be one (1) dekatherm (dth) consisting of one million (1,000,000) British Thermal Units. The number of dekatherms delivered shall be determined by multiplying the number of cubic feet of gas delivered, measured on the measurement basis hereinafter specified, by the total heating value of such gas, in British Thermal Units per cubic foot, as defined in Section 1.13 above, and by dividing the product by one million (1,000,000).
- C. The average absolute atmospheric pressure shall be determined for the point of receipt or delivery.

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FERC Docket: RS92- 87-003

1st Revised Sheet No. 56 1st Revised Sheet No. 56 : Effective

Superseding: Original Sheet No. 56

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(continued)

- D. For measurement by turbine or orifice meters, the arithmetic average of gas temperatures recorded during the periods of flow only shall be deemed the gas temperature for the purpose of calculating transport quantities. However, when computing quantities of gas measured by displacement type meters, the gas temperature shall be deemed to be the average monthly ambient temperature corresponding to each calendar month as recorded and published as Local Climatological Data by the U.S. Department of Commerce, Weather Bureau, for that weather station nearest the actual point of receipt or delivery; or as may be otherwise mutually agreed to by Operator and Transporter.

- E. The specific gravity and total heating value of the gas to be measured shall be determined by one of the following methods: (1) a spot gas sample analyzed on a gas chromatograph with the frequency of the sampling being as agreed to by Operator and Transporter, (2) use of a continuous, proportional to flow, gas sampler and the sample analyzed on a gas chromatograph, (3) by the continuous use of an "on line" gas chromatograph, or (4) any other method agreed to by Operator and Transporter. All chromatographic analysis are to be as per GPA 2172 using factors from the latest edition of GPA 2145, as may be amended from time to time.

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FERC Docket: RS92- 87-003

3rd Revised Sheet No. 57 3rd Revised Sheet No. 57 : Effective

Superseding: 2nd Revised Sheet No. 57

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F. Deviation of the natural gas from Boyle's and Charles' Laws shall be calculated as per AGA Par Research Project NX-19 or by AGA Transmission Measurement Committee Report No. 8, as may be amended from time to time. The gas analysis required by Part E above shall be used for the chemical composition of the gas as required for calculation by NX-19 or AGA-8.

5. MEASURING STATIONS

5.1 Measuring Station:

A. Measurement facilities installed and operated hereunder shall include standard orifice meters, turbine or standard displacement meters, or any other method mutually agreed upon by the interconnecting parties, and other necessary measuring equipment by which the quantity of gas hereunder shall be measured. The measurement facilities, including all

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Fourth Revised Sheet No. 58 Fourth Revised Sheet No. 58 : Effective

Superseding: Third Revised Sheet No. 58

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primary and secondary elements, shall be installed and operated as set forth in the latest edition of ANSI/API 2530 (AGA-3), approved May 1985, as may be superseded from time to time, for orifice meters; AGA Gas Measurement Manual Part 2, as may be amended from time to time, for displacement meters; and AGA Gas Measurement Manual Part 4 and AGA Transmission Measurement Committee Report No. 7, as may be amended from time to time, for turbine meters. The Non-Measuring party shall have access to such measuring equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by the Measurer.

- B. The party performing measurement at an interconnect point as required by this Tariff ("Measurer") shall furnish the interconnecting party not performing measurement at an interconnect point ("Non-Measurer") by the 5th business day after the end of each production month a statement reflecting the quantity of gas received or delivered during the previous month.

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FERC Docket: RS92- 87-003

1st Revised Sheet No. 59 1st Revised Sheet No. 59 : Effective

Superseding: Original Sheet No. 59

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5.2 Check Measuring Equipment

At any interconnect point, Non-Measurer may install, maintain and operate at its own expense, such pressure regulators and/or check measuring equipment as it shall desire, provided that such equipment shall be so installed as not to interfere with the operation of Measurer's measuring equipment at or near the point of receipt or delivery. Measurer shall have access to such check measuring equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by Non-Measurer.

5.3 Access to Equipment and Records

Each party shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring receipts or deliveries hereunder. The records from such measuring equipment shall remain the property of their owner, but upon request each will allow the other to inspect, upon reasonable notice, its records and charts, or copies thereof, together with calculations therefrom.

5.4 Care Required

All installations of measuring equipment, applying to or affecting receipts or deliveries hereunder, shall be made in such manner as to permit an accurate determination of the quantity of

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1st Revised Sheet No. 60 1st Revised Sheet No. 60 : Effective

Superseding: Original Sheet No. 60

GENERAL TERMS AND CONDITIONS
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gas received or delivered and ready verification of the accuracy of measurement. Reasonable care shall be exercised in the installation, maintenance and operation of any upstream or downstream pressure regulating equipment which may be installed so as to avoid, so far as practicable, any inaccuracy in the determination of the quantity of gas received or delivered hereunder.

5.5 Failure of Meters

In the event a meter fails or is out of service, or registering inaccurately by more than one percent (1%); the quantity of gas received or delivered hereunder shall be estimated:

- A. By using the registration of any check meter or meters if installed and accurately registering, or, in the absence of (A);
- B. By correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation, or in the absence of both (A) and (B), then;
- C. By estimating the quantity of receipts or deliveries during periods under similar conditions when the meter was registering accurately.

5.6 Test of Meters

The accuracy of Measurer's measuring equipment, including chromatographs, shall be verified at least quarterly by routine tests (or as otherwise agreed to by the parties), upon reasonable notice to Non-Measurer, who shall have the right to witness. Non-Measurer shall verify the accuracy of its check measuring equipment. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall cooperate to secure prompt verification of the equipment.

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FERC Docket: RP97- 18-003

Second Revised Sheet No. 61 Second Revised Sheet No. 61 : Effective
Superseding: First Revised Sheet No. 61

GENERAL TERMS AND CONDITIONS
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If either party at any time observes a variation between the designated meter and the check meter, it will promptly notify the other party thereof and both parties will then cooperate to secure an immediate verification of the accuracy of such equipment. Each party shall give to the other notice of the time of all tests of meters reasonably in advance of the holding of such tests in order that the other party may conveniently have its representative present.

5.7 Correction for Errors of Meters

If, upon test, the total measurement error at a meter is found to be in error not more than 1%, previous recordings of such equipment shall be considered accurate in computing receipts or deliveries hereunder; but such equipment shall be adjusted at once to record correctly. If, upon test, the total measurement error at a meter is found to be inaccurate by an amount exceeding 1%, at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending one half of the time elapsed since the date of last test to the nearest day, not exceeding a correction period of 15 days, unless otherwise agreed to by the parties. Measurement data corrections shall be processed within six months from the date of production with a three month rebuttal period. This time limitation will not apply in cases of deliberate omission or misrepresentation or mutual mistake of fact. Transporter and Operator's 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.

Refer to Section 5.5 hereof to determine the methods for correction of deliveries during periods of inaccurate measurement exceeding one percent (1%).

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FERC Docket: RP97- 18-003

Second Revised Sheet No. 62 Second Revised Sheet No. 62 : Effective
Superseding: First Revised Sheet No. 62

GENERAL TERMS AND CONDITIONS
(continued)

5.8 Preservation of Records

Each party shall preserve for a period of at least 3 years
all test data, charts and other similar records.

6. BILLING

6.1 Monthly Bills

Transporter shall bill Shipper on or before the 9th business
day of each month for the sums due for the preceding month,
computed in accordance with Transporter's applicable Rate
Schedule.

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FERC Docket: RP01-365-000

Eighth Revised Sheet No. 63 Eighth Revised Sheet No. 63 : Effective
Superseding: Seventh Revised Sheet No. 63

GENERAL TERMS AND CONDITIONS
(continued)

6.2 Access to Billing Data

Transporter and Shipper shall have the right at all reasonable times to examine the books, records, and charts of each other to the extent necessary to verify the accuracy of any billing, statement, charge or computation made by the other pursuant to any provision of this FERC Gas Tariff.

7. PAYMENT

7.1 Monthly Bills

Shipper shall pay Transporter by wire transfer of federal funds, unless otherwise agreed, on or before the 10th day following the invoice date for all sums due for the preceding month under the applicable Rate Schedule as billed by Transporter, except when such payment day is a Saturday, Sunday, or bank holiday, in which case payment is due the following business day. Any payment shall be considered to have been made on the date when such payment is wire transferred by Shipper to an address designated by Transporter. Notwithstanding the foregoing, FTS-2 shippers shall have the option to pay by wire transfer or normally accepted business practice.

Shipper shall submit supporting documentation with any payment and shall identify invoice numbers on all payments. In the event the Shipper's payment differs from the invoiced amount, Shipper shall provide remittance detail with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

7.2 Disputed Bills

Should Shipper fail to pay any or all of the amount of any bill for gas transported when such sum is due, Transporter may charge interest on the unpaid portion of the bill computed from the due date until the date of payment at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.67(c)(2) of the Federal Energy Regulatory Commission's Regulations under the Natural Gas Act. If such failure to pay continues for 30 days or more after payment is due, Transporter, in addition to any other remedy it has (including termination if the service is being provided under the Capacity Release Program contained in Section 30 of the General Terms and Conditions of this Tariff), may, subject to the authorization of regulatory bodies having jurisdiction, suspend transportation of gas for Shipper until such amount shall have been

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FERC Docket: RP98-291-000

Third Revised Sheet No. 63A Third Revised Sheet No. 63A : Effective
Superseding: Second Revised Sheet No. 63A

GENERAL TERMS AND CONDITIONS
(continued)

paid; provided however, if Shipper in good faith shall dispute the amount of any bill or part thereof, Shipper shall pay such amount as is conceded to be correct and provide documentation identifying the basis for the dispute and post a bond for the balance, and Transporter shall not be entitled to suspend transportation of gas. Provided however, if the billing dispute is decided in the Shipper's favor, Transporter shall reimburse Shipper for the cost of the bond; provided, however, if the billing dispute is decided in the Shipper's favor, Transporter shall reimburse Shipper (in the same manner in which Shipper remits monthly payments to Transporter) for the cost of the bond, together with interest computed at the same rate and in the same manner as prescribed for pipeline refunds, as set forth in Section 154.67(c)(2) of the Federal Energy Regulatory Commission's Regulations under the Natural Gas Act, within thirty days of the resolution of the dispute.

7.3 Statement of Account

Transporter shall provide Shipper with a detailed Statement of Account. The Statement of Account should report outstanding balances by invoice.

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FERC Docket: RP97- 18-003

Seventh Revised Sheet No. 64 Seventh Revised Sheet No. 64 : Effective
Superseding: Sixth Revised Sheet No. 64

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(continued)

7.4 Errors in Billing

No prior period adjustment (PPAs) shall be made unless the request for the adjustment is made within six (6) months of the production month. There will be a three (3) month rebuttal period. This time limitation shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact, or to rate changes required by governmental authorities having jurisdiction. Parties' other statutory or contractual rights shall not otherwise be diminished by this provision.

Interest computed at the same rate and in the same manner as prescribed for pipeline refunds as set forth in Section 154.67(c)(2) of the Federal Energy Regulatory Commission's Regulations under the Natural Gas Act shall be included in adjusting errors resulting in excessive billings to Shipper, provided such errors are not occasioned by mutual misinterpretation by both Shipper and Transporter of quantities or other billing information.

7.5 Delay In Presentment of Invoice

In the event Transporter's invoice is dated after the 9th business day of the month and a Shipper that is a Measurer was responsible for Transporter's delay in presenting such bill(s), Shipper shall pay Transporter by wire transfer of federal funds, unless otherwise agreed, on or before the 20th day of the month.

Effective Date: 09/01/1995 Status: Effective
FERC Docket: RP95-271-001

2nd Revised Sheet No. 64A 2nd Revised Sheet No. 64A : Effective
Superseding: 1st Revised Sheet no. 64A

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Notice is hereby given that on the effective date of the Stipulation and Agreement in Docket No. RP95-271-000 information previously shown in Section 8 of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1, as been moved verbatim to the Applicability and Character of Service Section of Rate Schedule FTS-1, FTS-2 and ITS-1.

9. POSSESSION OF AND RESPONSIBILITY FOR GAS

9.1 Possession of Gas

Transporter shall be deemed to be in control and possession of the gas to be transported by it upon Shipper, and Shipper shall be deemed to be in control and possession of such gas prior to such receipt by Transporter and after such delivery to Shipper.

9.2 Responsibility

Shipper shall have no responsibility with respect to any gas or on account of anything which may be done, happen, or arise with respect to said gas after receipt thereof by Transporter at the point of receipt and prior to the delivery thereof to Shipper, and Transporter shall have no responsibility with respect to such gas to be transported by Transporter or on account of anything which may be done, happen, or arise with respect to such gas prior to its receipt into Transporter's facilities at the point of receipt thereof and after its delivery to Shipper.

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2nd Revised Sheet No. 65 2nd Revised Sheet No. 65 : Effective
Superseding: 1st Revised Sheet No. 65

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10. WARRANTY OF TITLE TO GAS

Shipper warrants that it will at the time of delivery have good and merchantable title to all gas delivered by it to Transporter for transportation by Transporter free and clear of all liens and encumbrances. Transporter warrants that at the time of delivery of such gas to Shipper such gas will be free and clear of all liens and encumbrances. Transporter and Shipper will each indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claim of any person or persons to said gas for any taxes, licenses, fees or charges which are applicable prior to the time of delivery of such gas to such other party. Shipper will indemnify Transporter and save it harmless from all taxes and assessments levied and assessed upon the sale and delivery of such gas to Shipper and upon such gas prior to and upon delivery of such gas to Transporter for transportation. Transporter will indemnify Shipper and save it harmless from all taxes and assessments levied and assessed upon the transportation of such gas by Transporter.

11. FORCE MAJEURE/PRORATION OF DELIVERIES

11.1 Relief from Liability

Neither party shall be liable in damages to the other on account of "force majeure" occasioned by any act, omission, or circumstances occasioned by or in consequence of any act of God, strikes, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, and any other cause, whether of the kind herein enumerated or not, and 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. However, failure to settle or prevent any strikes or other controversy

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FERC Docket: RS92- 87-003

2nd Revised Sheet No. 66 2nd Revised Sheet No. 66 : Effective

Superseding: 1st Revised Sheet No. 66

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with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

11.2 Liabilities Not Relieved

Neither Shipper nor Transporter shall be relieved from liability in the event of its concurring negligence or failure on its part to use due diligence to remedy the force majeure and remove the cause with all reasonable dispatch nor shall such causes or contingencies affecting performance of the service agreement relieve either party from its obligations to make payments then due for its gas theretofore delivered.

11.3 Proration of Impaired Deliveries Due to a Gas Supply Shortage on System Transporter's System

If due to any cause whatsoever, not limited to force majeure, Transporter is unable because of a gas supply shortage on its system to deliver to a purchaser of gas, under firm sales arrangements entered into pursuant to Transporter's Subpart J, Part 284 blanket sales certificate, the quantities of gas which Purchasers may then require up to the quantities of gas Transporter is then obligated to deliver to Purchasers, then deliveries to such Purchasers shall be prorated on each customer's percent of total entitlement within each priority:

- (1) Residential and small commercial (less than 50 dth on a peak day) uses and requirements for any school, hospital, or similar institution, or any use the curtailment which the Secretary of Energy determines would endanger life, health, or maintenance of physical property.
- (2) Essential agricultural uses (uses for: (a) agricultural production, natural fiber production, natural fiber processing, food processing, food quality maintenance, irrigation, pumping, crop drying, or (b) as a process fuel or feedstock in the production of fertilizer, agricultural chemicals, animal feed, or food, which the Secretary of Agriculture determines is necessary for full food and fiber production.
- (3) Essential industrial process and feedstock uses (as determined by the Secretary of Energy).
- (4) Large commercial requirements (50 dth or more on a peak day), firm industrial requirements for plant protection, feedstock and process needs (not specified in (3) above), and pipeline customer storage injection requirements.

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FERC Docket: RS92- 87-003

1st Revised Sheet No. 67 1st Revised Sheet No. 67 : Effective

Superseding: Original Sheet No. 67

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- (5) All industrial requirements not specified in (4), (6), (7), (8), (9), (10), or (11).
- (6) Firm industrial requirements for certain small volume boiler fuel use (less than 3,000 dth per day, but more than 1,500 dth per day), where alternate fuel capabilities can meet such requirements.
- (7) Firm industrial requirements for large volume (3,000 dth or more per day) boiler fuel use where alternate fuel capabilities can meet such requirements.
- (8) Interruptible requirements of more than 300 dth per day, but less than 1,500 dth per day, where alternate fuel capabilities can meet such requirements.
- (9) Interruptible requirements of intermediate volumes (from 1,500 dth per day through 3,000 dth per day), where alternate fuel capabilities can meet such requirements.
- (10) Interruptible requirements of more than 3,000 dth per day, but less than 10,000 dth per day, where alternate fuel capabilities can meet such requirements.
- (11) Interruptible requirements of more than 10,000 dth per day, where alternate fuel capabilities can meet such requirements.

Transporter recognizes that exceptions to Transporter's proposed levels of curtailment may be required by particular environmental emergencies or to forestall irreparable injury to life or property. Any Purchasers seeking emergency relief on this basis shall have the burden of establishing under oath the nature and extent of its problem and the volume of gas needed to avoid such hazard to human health, life or property. In such event, such Purchasers may be exempt from curtailment for the required period of time to the extent that Transporter is able to grant such exemption without creating similar emergency situations on the systems of other Purchasers or jeopardizing its ability to meet its system requirements and operating program.

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FERC Docket: RS92- 87-003

5th Revised Sheet No. 68 5th Revised Sheet No. 68 : Effective

Superseding: 4th Revised Sheet No. 68

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(Continued)

11.4 Relief from Demand Charge Adjustment Where Curtailment of Deliveries on Transporter's System is Due to Compliance with Directives of Governmental Agencies

Whenever in order to comply with orders or directives of duly constituted authorities, including, but not limited to, the Department of Transportation and the Federal Energy Regulatory Commission, or its successor or agency, Transporter must curtail deliveries to Shipper and is unable to deliver to Shipper the quantities of gas which Transporter is then obligated to deliver to Shipper under a firm Service Agreement. Transporter shall not be obligated to reduce Shipper's demand charge, if any, under the demand charge adjustment provisions of any of Transporter's Rate Schedules notwithstanding anything in such provisions to the contrary nor shall Transporter be liable in damages or otherwise to Shipper or any other person or entity for any such failure to deliver such quantities of gas to Shipper.

Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-002

Ninth Revised Sheet No. 68A Ninth Revised Sheet No. 68A : Effective
Superseding: Eighth Revised Sheet No. 68A

GENERAL TERMS AND CONDITIONS
(continued)

11.5 Proration of Impaired Deliveries Due to Capacity Shortage on Transporter's System

Interruptible transportation service provided by Transporter shall be (i) interrupted or curtailed for reasons of force majeure or when necessary in Transporter's sole opinion and judgment to meet its system operational requirements or its ability to meet its obligations under its firm transportation agreements, or (ii) interrupted or curtailed due to any other operational considerations to be determined in the reasonable discretion of Transporter.

If at any time Transporter does not have sufficient capacity available for reasons of force majeure or due to any other operational considerations to be reasonably determined by Transporter, to enable Transporter to deliver to Shippers under all of Transporter's rate schedules the quantities of gas which Shippers may then require up to the quantities of gas Transporter has then scheduled to deliver to Shippers, then deliveries to such Shippers shall be curtailed in accordance with the following priorities of service:

- 1) Overrun transportation quantities and interruptible transportation quantities nominated in excess of contract quantities and scheduled pursuant to Section 22 of these General Terms and Conditions -- based on lowest price;
- 2) Firm transportation quantities -- on a pro rata basis, based on scheduled quantities.

If at any time Transporter does not have sufficient capacity due to an EFBH Shipper's failure to comply with its minimum flow obligations under Rate Schedule EFBH, then firm transportation quantities under Rate Schedule FTS-3 shall be curtailed on a pro rata basis, based on scheduled quantities.

Effective Date: 02/23/2000 Status: Effective

FERC Docket: RP99-481-002

Fifth Revised Sheet No. 68B Fifth Revised Sheet No. 68B : Effective
Superseding: Fourth Revised Sheet No. 68B

GENERAL TERMS AND CONDITIONS
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12. NON-WAIVER CLAUSE

No waiver by either Shipper or Transporter or Operator of any default by the other in the performance of any provision of the Service Agreement or Operator Balancing Agreements shall operate or be construed as a waiver of any further default, whether of a like or different character.

GENERAL TERMS AND CONDITIONS
(Continued)

13. CREDITWORTHINESS

Prior to execution of a Transportation Service Agreement providing for service under Rate Schedules FTS-1, LFT, FTS-3, EFBH, FTS-2 and ITS-1, a Shipper or a prospective shipper (hereinafter in this section jointly referred to as "Shipper") shall be required to establish creditworthiness with Transporter. Transporter shall not be required to: (i) execute a Transportation Service Agreement providing for service under the applicable Rate Schedule on behalf of any Shipper who fails to meet Transporter's standards for creditworthiness; or (ii) initiate service to a Shipper who fails to meet Transporter's standards for creditworthiness; or (iii) continue transportation service on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness.

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 Transporter, 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 Transporter determines that Shipper does not have an acceptable rating as set forth above, Shipper may, at its own expense, obtain a private rating from Dun & Bradstreet, or, as an alternative, request that an independent certified public accountant, mutually acceptable to Shipper and Transporter, prepare an equivalent evaluation based on the financial analysis criteria and ratios which are generally acceptable in the natural gas industry.

If a Shipper otherwise fails to establish creditworthiness as provided herein, Shipper may still receive service under the applicable Rate Schedule provided it furnishes and maintains for the term of the Transportation Service Agreement: (i) a written guarantee in a form satisfactory to Transporter from a third party which is creditworthy as determined above, (ii) an irrevocable standby letter of credit, (iii) a pre-payment, or (iv) other security acceptable to Transporter.

To permit Transporter to conduct a creditworthiness review, a Shipper shall, upon request by Transporter, render to Transporter: (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 Transporter a completed credit application unless it has previously submitted such to Transporter within the last twelve (12) months. Transporter shall review a Shipper's creditworthiness on an ongoing basis and Shipper shall provide, upon Transporter's request, updated financial statements periodically in order to determine the continuing creditworthiness of a Shipper.

GENERAL TERMS AND CONDITIONS
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14. ASSIGNMENT

Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Transporter or of Shipper or of Operator, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Service Agreement or Operator Balancing Agreement. Any party may, without relieving itself of its obligations under such agreement, assign any of its rights thereunder to a company with which it is affiliated, but otherwise no assignment of such agreement, or of any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of Transporter, in the event of any assignment by Shipper or Operator, or the consent thereto of Shipper or Operator, in the event of any assignment by Transporter. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a Service Agreement or Operator Balancing Agreement as security of its indebtedness.

15. OPERATOR BALANCING AGREEMENTS

- 15.1 All Operators of gas transportation, processing, treating, production, or other facilities which either deliver gas into or receive gas from Transporter's system (except for customers under Rate Schedule FTS-2) must execute an Operator Balancing Agreement ("OBA") in the form contained in this Tariff. An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect.
- 15.2 Prior to execution of the OBA by an Operator, delivery of gas into Transporter's system or receipt of gas from Transporter's system shall constitute Operator's agreement to the terms of the OBA in this Tariff.
- 15.3 Transporter may amend the OBA from time to time by filing, with the Federal Energy Regulatory Commission, revisions to the form of service agreement (Service Agreement-Form N).
- 15.4 The following Sections of these General Terms and Conditions of this Tariff shall be applicable to Operator Balancing Agreements: Sections 1, 2, 4, 5, and 34.
- 15.5 Transporter will file with the Federal Energy Regulatory Commission on a monthly basis, any supplemental provisions negotiated and made a part of the Operator Balancing Agreement with any Operator. Transporter shall post such changes on its Electronic Bulletin Board each month for a period of seven (7) days.
- 15.6 All penalty revenues collected pursuant to the OBA's will be refunded to shippers annually, based upon the ratio of each shipper's scheduled throughput and the total system scheduled throughput.

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Second Revised Sheet No. 71 Second Revised Sheet No. 71 : Effective
Superseding: Substitute First Revised Sheet No. 71
GENERAL TERMS AND CONDITIONS
(continued)

16. TERMINATION

16.1 Termination For Default

- a) Shippers Receiving Service under the Capacity Release Program: Transporter may terminate Shipper's Transportation Service Agreement (Form D) for non-payment in accordance with Section 30.8(f) of these General Terms and Conditions.

- b) All other Shippers: If either Transporter or Shipper shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of a Service Agreement hereunder, then in such event the other party may, at its option, terminate such agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon, the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement, and if within said period of thirty (30) days the party in default does so remove and remedy said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach within said period of thirty (30) days, then, after any necessary authorization by regulatory bodies having jurisdiction, the agreement shall become null and void from and after the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any cancellation of such agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Transporter to collect any amounts then due to it for natural gas delivered prior to the time of cancellation, and to the right of a Shipper to receive any gas for which it has paid but has not received, although entitled thereto, prior to the time of cancellation, and for all Shippers this provision shall be without waiver of any remedy to which the party not in default may be entitled for violations of such agreement.

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FERC Docket: RS92- 87-003

Original Sheet No. 71A Original Sheet No. 71A : Effective

GENERAL TERMS AND CONDITIONS
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16.2 Termination For Expiration of Agreement

Any short-term firm Service Agreement (one with a term of less than one year) or any interruptible Service Agreement will automatically terminate upon expiration of such Service Agreement, with pre-granted abandonment of the service under the Commission's Regulations.

17. GOVERNMENTAL REGULATIONS

The Service Agreement, and all terms and provisions contained or incorporated therein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

18. ELECTRONIC BULLETIN BOARD, INTERNET INFORMATION, AND WEB SITE ELECTRONIC CONTRACTING

18.1 Transporter will maintain, at all times, an electronic bulletin board on which Transporter will make available, the following data concerning the borrowing/purchasing of supplies (data concerning available capacity is listed in Section 24 of this tariff):

A) With regard to a Shipper's Request to Purchase Supplies:

If a Shipper desires to purchase supplies from a third party, then Transporter shall post, at Shipper's request, on Transporter's electronic bulletin board:

- 1) Shipper's request to purchase,
- 2) the point(s) of proposed purchase,
- 3) the quantity requested,
- 4) the name of the Shipper's representative to contact, and
- 5) any other information as Shipper may deem necessary.

will B) With regard to offers to assume or purchase capacity, the prospective Shipper provide the following information:

- 1) Whether the capacity requested is firm or interruptible,
- 2) the locations at which capacity is requested,
- 3) the amount of capacity requested at each location,
- 4) the term requested for capacity, and
- 5) the name of the person to contact.

18. INTERNET WEBSITE INFORMATION, AND WEBSITE ELECTRONIC CONTRACTING

18.1 Transporter will maintain, at all times, an Internet Website on which Transporter will make available, the following data concerning available capacity and the borrowing/ purchasing of supplies:

A) With regard to Available Capacity:

1) For unsubscribed capacity:

- i) Whether the available capacity is firm or interruptible,
- ii) the locations at which capacity is available,
- iii) the amount of capacity available at each location,
- iv) that the capacity is unsubscribed,
- v) the name of the person to contact, and
- vi) the applicable maximum rate.

2) For capacity released by a firm shipper, the notices and information required by section 30 of these General Terms and Conditions and the contracting procedures required under Section 18.6.C of these General Terms and Conditions.

B) With regard to a Shipper's Request to Purchase Supplies:

If a Shipper desires to purchase supplies from a third party, then Transporter shall post, at Shipper's request, on Transporter's Internet Website:

- 1) Shipper's request to purchase,
- 2) the point(s) of proposed purchase,
- 3) the quantity requested,
- 4) the name of the Shipper's representative to contact, and
- 5) any other information as Shipper may deem necessary.

will C) With regard to offers to assume or purchase capacity, the prospective Shipper provide the following information:

- 1) Whether the capacity requested is firm or interruptible,
- 2) the locations at which capacity is requested,
- 3) the amount of capacity requested at each location,
- 4) the term requested for capacity, and
- 5) the name of the person to contact.

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Fifth Revised Sheet No. 72A Fifth Revised Sheet No. 72A : Effective
Superseding: Fourth Revised Sheet No. 72A

GENERAL TERMS AND CONDITIONS
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- 18.2 Transwestern has established a HTML page accessible via the Internet's World Wide Web @ <http://www.tw.enron.com>. The following information is posted:
- 1) Notices (critical notices, operation notices, system wide notices, etc.).
 - 2) FERC Standards of Conduct and postings required by the Standards of Conduct.
 - 3) Operationally Available Capacity, Unsubscribed Capacity (separate reports for daily and monthly), and Designation Capacity.
 - 4) Index of customers.
 - 5) Transwestern's tariff (Terms, conditions and rates), or general terms and conditions.
 - 6) Transwestern Service Agreement forms for electronic contracting.
 - 7) Contractually binding discount transactions log in accordance with FERC Regulations.
- 18.3 Transporter will also provide a method for customers to download information contained in its Internet Website files.
- 18.4 Access to Transporter's Internet Website
- Access Transporter shall operate on a not unduly discriminatory basis an Internet Website. will be available 24 hours a day.
- 18.5 Historical Information
- A) Transporter will backup the daily information on the Internet Website.
 - B) Historical information shall be kept for a rolling three (3) year period, inclusive of both on-line and archived data.
 - C) Retrieval of Historical Information
 - 1) Historical data will be moved to a designated location on the Internet screen, Website to provide for online access. This data may be displayed on downloaded, or printed by a user.

Fourth Revised Sheet No. 72B Fourth Revised Sheet No. 72B : Effective
Superseding: Third Revised Sheet No. 72B

GENERAL TERMS AND CONDITIONS
(continued)

User 2) Transporter may elect to archive historical data off-line from time to time.
may access this data as follows:

Transporter i) User may send a written request or an electronic mail request to
requesting the historical data required.

within ii) Transporter will retrieve and copy requested information electronically
two weeks of the date of the request, and make such available to the user.

18.6 Electronic Contract Execution

EFBH and Shippers may request and contract for service under Rate Schedules FTS-1, LFT, FTS-3,
ITS-1, PNR Service Agreements, and Operator Balancing Agreements electronically.

may A. Under the Capacity Release Program of this Tariff, a prospective Shipper or bidder
with submit a Valid Bid or request transportation service electronically in accordance
tender Section 30 of these General Terms and Conditions. In such event, Transporter may
and a Transportation Service Agreement, and such party and Transporter may enter into
have execute a Transportation Service Agreement, in accordance with an applicable Rate
such Schedule of this Tariff by electronic means, provided that: (1) such party shall
transportation previously met the credit requirements of the applicable Rate Schedule and (2) that
be party and Transporter mutually agree in writing to the terms and conditions of the
electronic interchange of data necessary to accomplish contracting for
service by electronic means. The requirements in the applicable Rate Schedule that a
Transportation Service Agreement be requested, tendered, and entered into (i.e.
executed), and the requirement under the Capacity Release Program that a Valid Bid
submitted, shall be deemed satisfied when accomplished by electronic means.

for B. A prospective Shipper may submit a request for transportation service electronically
Transportation Service Agreements under Rate Schedules FTS-1, LFT, FTS-3, EFBH, ITS-1, and PNR and
Operator Balancing Agreements. In such event, Transporter may tender a
this Service Agreement, and such Party and Transporter may enter into and execute a
the Transportation Service Agreement, in accordance with an applicable Rate Schedule of
by Tariff by electronic means, provided that (1) such party shall have previously met
Transportation credit requirements of the applicable Rate Schedule, and (2) that such party and
deemed Transporter mutually agree in writing to the terms and conditions of the electronic
interchange of data necessary to accomplish contracting for transportation service
electronic means. The requirements in the applicable Rate Schedule that a
Service Agreement be requested, tendered and entered into (i.e. executed) shall be
satisfied when accomplished by electronic means.

by C. Transporter and Shipper may enter into transactions and create binding obligations
agreements, means of electronic execution of documents under these procedures. These documents
include, but are not limited to, service agreements, amendments to service

of PNR service agreements, Operator Balancing Agreements, and any other agreements that
considered, Transporter shall make available on Transporter's web site ("Documents"). Execution
Document") these documents under the terms mutually agreed for electronic means shall be
to in connection with any transaction, to be a "writing" or "in writing" and any such
of Document shall be deemed for all purposes (a) to have been "signed" ("Signed
signed and (b) to constitute an "original" when printed from electronic files or records
evidence established and maintained in the normal course of business. All parties agree not
be to contest the validity or enforceability of such Signed Documents under the provisions
as any applicable law relating to whether certain agreements are to be in writing or
by the party to be bound thereby. Further, Signed Documents, if introduced as
on paper in any judicial arbitration, mediation or administrative proceeding, will
admissible as between the parties to the same extent and under the same conditions
other business records originated and maintained in documentary forms.

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-489-000

Seventeenth Revised Sheet No. 73 Seventeenth Revised Sheet No. 73 : Effective
Superseding: Sixteenth Revised Sheet No. 73

GENERAL TERMS AND CONDITIONS
(continued)

19. ORDER No. 2004 STANDARDS OF CONDUCT COMPLIANCE

19.1 Pursuant to Section 250.16(b) of the Commission's Regulations under the Natural Gas Act, 18 C.F.R. § 250.16(b), Transporter's procedures regarding complaints are as follows:

A. All oral and written complaints should be directed to:

Transwestern Pipeline Company
P.O. Box 4657
Houston, TX 77210-4657
Attn: Chief Compliance Officer
Phone: 713-345-2455

Effective Date: 09/22/2004 Status: Effective
FERC Docket: RP04-489-000

Sixteenth Revised Sheet No. 74 Sixteenth Revised Sheet No. 74 : Effective
Superseding: 15th Revised Sheet No. 74

GENERAL TERMS AND CONDITIONS
(continued)

The complaint must be specific to a particular event(s), i.e., allocation of capacity, pending requests, etc. If the complaint is vague and does not address a specific event(s), complainant will be asked to provide further details.

- B. The recipient of the complaint will contact the appropriate person for review/resolution. Transporter will initially respond to complainant within 48 hours of the complaint. Transporter 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.

19.2 Procedures Regarding Compliance

Pursuant to Section 284.286(e) of the Commission's Regulations under the Natural Gas Act, 18 C.F.R. § 284.286(e), Transporter will comply with the Standards of Conduct contained in 18 C.F.R. Part 358 of the Commission's Regulations in the manner described in the Standards of Conduct posting on Transporter's Internet website.

Effective Date: 08/01/1994 Status: Effective

FERC Docket: MT94- 11-000

11th Revised Sheet No. 75 11th Revised Sheet No. 75 : Effective

Superseding: 10th Revised Sheet No. 75

GENERAL TERMS AND CONDITIONS
(continued)

Notice is hereby given that effective August 1, 1994, Sheet No. 75 of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 is hereby cancelled.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

4th Revised Sheet Nos. 75A-76E 4th Revised Sheet Nos. 75A-76E : Effective
Superseding: Substitute 3rd Revised Sheet No. 75A

GENERAL TERMS AND CONDITIONS
(continued)

Notice is hereby given that effective October 1, 1992, Sheet Nos. 75A through 76E of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 are hereby canceled.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

1st Revised Sheet No. 77 1st Revised Sheet No. 77 : Effective

Superseding: Substitute Original Sheet No. 77

GENERAL TERMS AND CONDITIONS

(continued)

20. RESEARCH AND DEVELOPMENT ADJUSTMENT

Periodically rates and charges under Transporter's FERC Gas Tariff shall be adjusted to reflect changes in Transporter's expenditures for research and development. Such expenditures shall include both expenditures chargeable to operations as well as expenditures includable in rate base.

20.1 Procedure for Computation of Adjustment

The Research and Development (R&D) Adjustment shall be reflected in rates only when it amounts to at least one-tenth of one mill (\$0.0001) per dth of annual transportation quantities. The R&D Adjustment shall be applied to the commodity component of all applicable rates and shall maintain historical rate design concepts.

A. Research and Development Chargeable to Operation

The R&D Adjustment shall reflect the amount which actual R&D expenditures chargeable to operations during the twelve month period ending three months prior to the effective date of R&D Adjustment exceed or are less than (1) the amount allowed in Transporter's last rate proceeding or the average of three years R&D expenditures for the initial filing under this Section 20; or (2) the actual R&D expenditure in Transporter's last R&D Adjustment under this Section 20.

B. Research and Development Includable in Rate Base

The R&D Adjustment shall reflect the amount which the actual balances in Account 188 during the twelve month period ending three months prior to the effective date of R&D Adjustment exceed or are less than (1) the amount allowed in Transporter's last previous rate proceeding for the initial filing under this Section 20 or (2) the balances in Account 188 included in Transporter's last prior R&D Adjustment under this Section 20. The balance in Account 188, for the purpose of computing the R&D Adjustment, shall be reduced by all monies recorded in Account 495 related to R&D expenditures, and shall be reduced by the tax effect of R&D expenditures, as recorded in Account 283. The rate of return used to determine the rate effect of the rate base treatment of the balance in Account 188 shall be the rate of return

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

2nd Revised Sheet No. 78 2nd Revised Sheet No. 78 : Effective

Superseding: 1st Revised Sheet No. 78

GENERAL TERMS AND CONDITIONS

(continued)

last allowed by the Commission during the previous three year period. If there has been no such rate of return allowed during the previous three year period, then, in the absence of evidence submitted to the contrary, the return utilized shall be the present interest rate used for computing refunds as specified in Section 154.67 of the Commission's Regulations under the Natural Gas Act.

20.2 Procedure for Filing

Rate changes under this Section 20 shall be computed and filed not more frequently than semi-annually.

Any filing made hereunder to increase Transporter's rates shall meet the notice requirements of Section 154.22 of the Regulations and shall be made a least thirty (30) days prior to the date on which any change(s) in its existing rates is to become effective. Simultaneously with such filing, Transporter shall furnish the Commission, Shippers, and interested State Commissions, a report containing detailed computations which clearly show the derivation of the proposed R&D Adjustment. The effect upon transportation rates shall be determined by computing the unit change (either increase or decrease) based upon sales transportation quantities for the twelve month period ending three months prior to the effective date of R&D Adjustment.

Filings made under this Section 20 shall include a statement as to the anticipated scope and objective of the R&D and the relationship of such objective to the service for which the R&D Adjustment is to apply. Each R&D Adjustment shall become effective on the proposed effective date without suspension provided that any rate increase shall be subject to reduction and refund of any portion found after hearing to be unjustified by a final and non-appealable Commission order.

Substitute Ninth Revised Sheet No. 79 Substitute Ninth Revised Sheet No. 79 : Effective
Superseding: Eighth Revised Sheet No. 79

GENERAL TERMS AND CONDITIONS
(continued)

Transporter shall not be required to reduce its rates under this Section 20 by an increment exceeding the aggregate increases allowed hereunder.

20.3 Exclusion of Payments to GRI

Rate changes made under this Section 20 shall be calculated exclusive of any payments made to Gas Research Institute.

21. GAS RESEARCH INSTITUTE (GRI) SURCHARGE PROVISION

21.1 Purpose

Transporter has joined with other gas enterprises in the formation of and participation in the activities and financing of Gas Research Institute (GRI), an Illinois not for profit corporation. GRI has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.

For the purpose of funding GRI's approved expenditures, this Section 21 establishes GRI surcharge to be applicable to quantities transported under Transporter's FTS-1, LFT, FTS-3, EFBH, FTS-2 and ITS-1 Rate Schedules.

A GRI Demand Surcharge shall be assessed for either high load factor shippers, i.e., pipeline shippers with load factors exceeding 50%, to be applicable to the MAXDTQ under each Shipper's FTS-1, LFT, FTS-3 and EFBH Service Agreements; or for low load factor shippers, i.e. pipeline customers with load factors of 50% or less, to be applicable to the MAXDTQ under each Shipper's FTS-1, LFT, FTS-3 and EFBH Service Agreements. Load factors will be calculated once a year using the most current twelve month data available at the time Transporter prepares its annual GRI filing. A new customer's load factor will be calculated on a monthly basis, using the latest available month's throughput until a twelve month history is established.

A GRI Commodity Surcharge shall be assessed to all shippers under Transporter's FTS-1, LFT, FTS-3, EFBH and ITS-1 Rate Schedules, applicable to quantities transported under such shippers' FTS-1, LFT, FTS-3, EFBH and ITS-1 Service Agreements. A GRI volumetric surcharge shall be assessed to all shippers under Transporter's FTS-2 Rate Schedule, applicable to quantities transported under such shippers' FTS-2 Service Agreements.

Such charges shall not be applicable to Shippers which are interstate pipelines and which include in their rates a charge for RD&D by GRI. Provided further, GRI Surcharges shall not be applied to the same quantity of gas more than once.

Effective Date: 01/01/1999 Status: Effective
FERC Docket: RP99-121-000

First Revised Sheet No. 79A First Revised Sheet No. 79A : Effective
Superseding: Original Sheet No. 79A

GENERAL TERMS AND CONDITIONS
(continued)

21. GAS RESEARCH INSTITUTE (GRI) SURCHARGE PROVISION

21.2 Basis of the GRI Surcharge

Transporter's Rate Schedules shall include an increment for GRI Surcharges for RD&D. Such GRI Surcharges shall be those increments, adjusted to Transporter's measurement basis (dekatherm), which has been approved by Federal Energy Regulatory Commission Orders approving GRI's RD&D expenditures. The GRI Surcharges shall be reflected on the currently effective Rate Sheets of this FERC Gas Tariff.

21.3 Filing Procedure

The initial GRI Surcharges or any subsequent changes in such surcharges shall be filed by Transporter at least thirty (30) days prior to the proposed effective date.

The proposed effective date of filings pursuant to this subsection shall be the effective date prescribed by the Federal Energy Regulatory Commission. Any such filing shall not become effective unless it becomes effective without suspension or refund obligation.

21.4 Voluntary Contribution Mechanism.

Shippers may voluntarily choose to contribute to GRI programs through a "check-the-box" mechanism on Shipper invoices. The "check-the-box" mechanism will permit shippers to specify the level of contribution and the project(s) or project area(s) to be funded at the time of the Shipper's contribution payment. Transporter shall serve as voluntary collection agent for such collections and amounts collected pursuant to the "check-the-box" mechanism will not be considered part of pipeline rates.

Sixteenth Revised Sheet No. 80 Sixteenth Revised Sheet No. 80 : Effective
Superseding: Fifteenth Revised Sheet No. 80

GENERAL TERMS AND CONDITIONS
(continued)

21.5 Remittance to GRI

Transporter shall remit to GRI, not later than fifteen (15) days after the receipt thereof, all monies received by virtue of the GRI Surcharges and the Voluntary Contribution Mechanism, less any amounts properly payable to a Federal, State or Local authority relating to the monies received hereunder. Transporter shall indicate to the GRI the amounts applicable to specified project(s) and project area(s), if so indicated by Shipper(s).

21.6 Payment by Shipper

The amount of applicable Shipper's GRI Surcharges shall be due and payable with the bill for the month of each such Shipper.

22. NOMINATION AND SCHEDULING OF CAPACITY

22.1 Nominations of Receipts and Deliveries

A. Unless otherwise mutually agreed, or as provided in Section 22.5 of this Section 22, Shipper shall nominate to Transporter's Market Services Department according to the following Minimum NAESB standard nomination cycles:

1) 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 the transporter; (including from Title Transfer Tracking Service Providers ("TTTSPs")); noon to Quick Response; 3:30 p.m. for receipt of completed confirmations by transporter 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).

2) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by the transporter from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of confirmations by transporter from upstream and downstream connected parties; p.m. for Transportation Service Provider to provide scheduled quantities to 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). Transwestern shall provided effective parties with notification of bumping the Shipper's choice of Electronic Notice Delivery Mechanism. Unless the party and Transwestern have agreed to exclusive notification via EDI/EDM, the affected party should provide Transwestern with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of Bumping. The obligation of Transwestern to provide notification is waived until the above requirement has been met. Transwestern will support the concurrent sending of electronic notification of bumping to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Delivery. Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider

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receive notice that it is being bumped should be effective at 9:00 a.m. on gas and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

Twelfth Revised Sheet No. 80A Twelfth Revised Sheet No. 80A : Effective
Superseding: Eleventh Revised Sheet No. 80A

GENERAL TERMS AND CONDITIONS
(continued)

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- 3) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by the transporter from "TTTSPs"); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of confirmations by transporter from upstream and downstream connected parties; 2:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected and point operators, and to provide scheduled quantities to bumped parties (notice bumped parties), (central clock time on the day prior to flow). Transwestern shall provided effective parties with notification of bumping through the Shipper's choice Electronic Notice Delivery Mechanism. Unless the affected party and Transwestern agreed to exclusive notification via EDI/EDM, the affected party should provide Transwestern with at least one Internet E-mail address to be used for Electronic Delivery of notification of bumping. The obligation of Transwestern to provide notification is waived until the above requirement has been met. Transwestern will support the concurrent sending of electronic notification of bumping to two Internet mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery. Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on gas day.
- B. The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the party; 5:15 p.m. for receipt of nominations by the transporter (including TTTSPs); 5:30 to send Quick Response; 8:00 p.m. for receipt of completed confirmations by transporter upstream and downstream connected parties; 9:00 p.m. for Transportation Service Provider provide scheduled quantities to affected shippers and point operators (central clock the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle. Such nominations shall contain the following information.
- 1) The contract number under which service is being nominated; and
 - 2) The quantity of gas, in dekatherms, to be tendered; and
 - 3) The receipt point, the upstream contract number and/or identifier code and the associated ranking; and
 - 4) The delivery point, the downstream contract number and/or identifier code and the associated ranking; and
 - 5) The term of the nomination (beginning and ending date), provided the nomination begin and end dates are within the term of Shipper's Service Agreement; and
 - 6) If applicable, the affected contract number(s) and quantities if the gas nominated in Paragraph 22.1(A) above will be transported directly to another contract under Rate Schedule(s) FTS-1, LFT, FTS-3, EFBH, FTS-2 or ITS-1.
 - 7) Shipper rankings.

- 8) Overrun quantities shall be nominated as a separate transaction.

- C. For purposes of The Evening Nomination Cycle, the Intraday 1 Nomination Cycle and The Intraday 2 Nomination Cycle, "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.

Eighth Revised Sheet No. 80B Eighth Revised Sheet No. 80B : Effective
Superseding: Seventieth Revised Sheet No. 80B

GENERAL TERMS AND CONDITIONS
(continued)

22.2 Scheduling of Capacity

- A. Transporter shall schedule all firm transportation quantities prior to the scheduling of interruptible transportation quantities. The transportation priority for fuel should be the same as the level of service as the transaction to which it applies.
- B. Subject to the provisions of Section 22.2 C, firm quantities within the contract quantities shall be scheduled in the following order:
1. Quantities scheduled from Primary Receipt Points to Primary Delivery Points.
 2. Quantities scheduled from Primary Receipt Points to Alternate Delivery Points on a pro rata basis, based upon nominated quantities received during the same nomination cycle.
 3. Quantities scheduled from Alternate Receipt Points to Primary Delivery Points on a pro rata basis, based upon nominated quantities received during the same nomination cycle.
 4. Quantities scheduled from Alternate Receipt Points to Alternate Delivery Points on a pro rata basis, based upon nominated quantities received during the same nomination cycle.

With respect to 2., 3. and 4. above, alternate points within any Shipper's primary path shall have scheduling priority over alternate points outside of any Shipper's primary path. A path is defined by a Shipper's primary receipt and delivery points and direction of flow.

- C. If the EFBH services cause all or part of the capacity to not be available for firm transportation quantities nominated under Rate Schedule FTS-3, all firm transportation quantities except quantities nominated under Rate Schedule FTS-3 shall be scheduled first pursuant to Section 22.2 B.1. All firm transportation quantities nominated under Rate Schedule FTS-3 shall then be scheduled in the following order:
1. Quantities scheduled from Primary Receipt Points to Primary Delivery Points on a pro rata basis, based upon nominated quantities received during the same nomination cycle.
 2. After quantities for firm service other than FTS-3 have been scheduled pursuant to Section 22.2 B.2, FTS-3 quantities shall be scheduled from Primary Receipt Points to Alternate Delivery Points on a pro rata basis, based upon nominated quantities received during the same nomination cycle.
 3. After quantities for firm service other than FTS-3 have been scheduled pursuant to Section 22.2 B.3, FTS-3 quantities shall be scheduled from Alternate Receipt Points to Primary Delivery Points on a pro rata basis, based upon nominated quantities received during the same nomination cycle.

With respect to 2. and 3. above, alternate points within any Shipper's primary path shall have scheduling priority over alternate points outside of any Shipper's primary path. A path is defined by a Shipper's primary receipt and delivery points and direction of flow.

Effective Date: 05/01/2001 Status: Effective
FERC Docket: RP01-365-000

Third Revised Sheet No. 80A.01 Third Revised Sheet No. 80A.01 : Effective
Superseding: Second Revised Sheet No. 80A.01

GENERAL TERMS AND CONDITIONS
(continued)

- D. 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. Previously scheduled quantity is intended to be the scheduled quantity previously scheduled for the prior gas day during that gas day's timely nomination period.
- E. With respect to the processing of requests for increases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity should be the new confirmed quantity.
- F. 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.
- G. 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.
- H. Nominations received after the nomination deadline shall be processed after the nominations received before the nomination deadline.
- I. 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.
- J. At the end of each gas day, Transporter 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, Transporter 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.
- K. Transporter shall use Shipper-provided rankings when making reductions during the scheduling process to the extent this methodology does not conflict with Transporter's FERC Gas Tariff.

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-365-000

First Revised Sheet No. 80A.02 First Revised Sheet No. 80A.02 : Effective

Superseding: Original Sheet No. 80A.02

GENERAL TERMS AND CONDITIONS

(continued)

- L. The sending party shall adhere to nomination, confirmation, and scheduling deadlines. The receiving party has the right to waive the deadline.
- M. Shipper shall provide to Transporter the following information: (1) the name, position and phone number of a person authorized by Shipper to submit nominations; and (2) the name and phone number of a person authorized by Shipper to perform day-to-day dispatching.
- N. If Shipper fails to comply with all the provisions of this Section 22.1, then Transporter shall not schedule the initiation of or changes to service nominated by Shipper.
- O. Transporter reserves the right to take any necessary action to verify gas is flowing as scheduled by Transporter. Upon request of Transporter, Shipper shall contact its source of supply and verify to Transporter that the source is flowing as scheduled hereunder.
- P. For in-kind fuel reimbursement methods, Service Provider should not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth.
- Q. 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 allocation 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.

Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-002

Sub Fourteenth Revised Sheet No. 81 Sub Fourteenth Revised Sheet No. 81 : Effective
Superseding: Thirteenth Revised Sheet No. 81

GENERAL TERMS AND CONDITIONS
(continued)

- D. Transporter shall schedule all other transportation quantities in accordance with the following priorities:
- 1) Interruptible transportation quantities within contract quantities and overrun transportation quantities nominated in excess of contract quantities under Rate Schedule(s) FTS-1, LFT, FTS-3, EFBH, FTS-2 and ITS-1 shall be scheduled based upon the highest price. If two or more Shippers are paying the same highest price, then a pro rata allocation will be made. For purposes of allocating capacity, Shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97- 18-003

Seventh Revised Sheet No. 81A Seventh Revised Sheet No. 81A : Effective
Superseding: Sixth Revised Sheet No. 81A

GENERAL TERMS AND CONDITIONS
(continued)

- 2) After volumes have been scheduled, Transporter has the right to reduce 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 Transporter. Transporter shall reduce all scheduled overrun transportation volumes or Rate Schedule ITS-1 volumes on the basis of the lowest price first pursuant to Section 22.4(B) of Transporter's FERC Gas Tariff.
- 3) If, on any day during the month, a Shipper nominates, or has nominated, flowing gas volumes for the ensuing gas day(s) and such Shipper's price is less than the price for another Shipper's non-flowing gas nomination of the available capacity, which is scheduled by price, at a receipt and/or delivery point, and, therefore, such Shipper's flowing gas volumes are subject to interruption, then such flowing gas Shipper shall have the right to match, as provided below, such higher price of non-flowing gas nomination in order to retain scheduled volumes of flowing gas.

The term "flowing gas" shall mean:

- i.) volumes scheduled and transported the previous gas day under Rate Schedule ITS-1 or overrun transportation volumes; or
- ii.) volumes considered flowing for a previous gas day and nominated for the ensuing gas day(s), but not scheduled as a result of Transporter's operational considerations. To the extent a Shipper fails to nominate such flowing gas on the subsequent day, the Shipper will lose such flowing gas protection. Shipper may not carry over flowing gas protection from one month to another.

Transporter shall post a notice on Transporter's Electronic Bulletin Board no later than 2:00 p.m. Central Clock Time notifying Shippers of the receipt and/or delivery points on Transporter's system which are subject to flowing gas interruption by nominated non-flowing gas volumes with a higher price. Shippers that are subject to interruption shall notify Transporter no later than 3:00 p.m. Central Clock Time of their election to match the higher price.

Shippers who have provided Transporter with a written weekend and/or holiday contact list (including contact name and telephone number) will be given notice by telephone at the same time notice is posted on Transporter's Electronic Bulletin Board that they are subject to flowing gas interruption. If Transporter is unable to contact Shipper by telephone or Shipper does not respond during the designated notice period, Shipper will be deemed to have elected not to match the higher price.

Effective Date: 09/01/1995 Status: Effective

FERC Docket: RP95-271-001

4th Revised Sheet No. 81B 4th Revised Sheet No. 81B : Effective
Superseding: 3rd Revised Sheet No. 81B

GENERAL TERMS AND CONDITIONS
(continued)

Notice is hereby given that on the effective date of the Stipulation and Agreement in Docket No. RP95-271-000, information previously shown on this sheet has been deleted.

Effective Date: 11/01/1997 Status: Effective
FERC Docket: RP97- 18-009

First Revised Sheet No. 81C First Revised Sheet No. 81C : Effective
Superseding: Alternate Original Sheet No. 81C

GENERAL TERMS AND CONDITIONS
(continued)

22.3 Operational Procedure Provisions

- A. If Transporter determines, in the exercise of its reasonable judgment, that sufficient supplies are not being received by Transporter at the receipt point(s) for transportation to a Shipper, then Transporter may, at Transporter's option, unilaterally re-schedule, upon twenty-four (24) hours notice by Transporter to Shipper, on a prospective basis only, the quantities nominated by a Shipper so as to conform to the quantities being received at such point(s), or temporarily suspend deliveries to the Shipper. If scheduled quantities are not being taken at the delivery point(s), then Transporter may, at Transporter's option, unilaterally re-schedule, upon twenty-four (24) hours notice by Transporter to Shipper, on a prospective basis only, the quantities nominated by a Shipper so as to conform to the quantities being taken at such point(s), or temporarily suspend receipts of gas from the Shipper. Such twenty-four (24) hours notice shall not be applicable in the event of operational distress, which shall be defined as including any situation which prevents Transporter from operating in a safe and efficient manner, consistent with applicable laws, rules, regulations, standard industry operating practices, and Transporter's Tariff, or from maintaining the integrity of pipeline operations; provided, however, Transporter shall not unilaterally reschedule volumes without twenty-four hours' notice unless such rescheduling is reasonably anticipated to reduce or eliminate said operational distress.

- B. An operational flow order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service providers system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.

GENERAL TERMS AND CONDITIONS
(continued)

22.4 Alert Day

- A. Transporter shall have the right to declare an Alert Day in the event of operational distress caused by over-deliveries into Transporter's system which over-deliveries threaten the integrity or safe operation of the pipeline. Transporter shall use reasonable efforts to resolve the situation causing the operational distress prior to declaring an Alert Day. During an Alert Day, Operator(s) may not deliver volumes of gas into Transporter's system in excess of the scheduled volumes for that day. Transporter will localize its imposition of an Alert Day to the smallest affected area necessary to resolve the problem and to those Operator(s) causing the problem where such Operator(s) may be identified. Transporter will determine whether it will issue an Alert Day based on the operating status of the pipeline system using the following criteria: weather forecast, system conditions-line pack, overall projected pressures at monitored locations, facility status-horsepower utilization and availability; and overall send out projections and availability. The Alert Day will be in effect only for the gas day for which it is issued. If conditions require, new Alert Days will be issued for subsequent gas days based upon the above stated criteria.
- B. Transporter shall provide as much notice of the Alert Day declaration as is reasonably possible, but in any event such notice shall be provided at least twenty-four (24) hours before the start of the Alert Day. The notice shall designate the estimated duration of the Alert Day condition and whether it applies system wide, only in certain affected areas, or only to certain Operator(s). Transwestern shall provide affected parties with notification of Alert Days through the Shipper's choice of Electronic Notice Delivery Mechanism. Unless the affected party and Transwestern have agreed to exclusive notification via EDI/EDM, the affected party should provide Transwestern with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of Alert Days. The obligation of Transwestern to provide notification is waived until the above requirement has been met. Transwestern will support the concurrent sending of electronic notification of Alert Days to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery.
- C. If actual volumes exceed scheduled volumes on an Alert Day, a penalty may be imposed on Operators subject to the Alert Day declaration as follows:
- (i) For Operator's actual volumes which exceed scheduled volumes by more than 500 MMBtu at a measured receipt point subject to the Alert Day declaration, and the amount of such variance is greater than four percent (4%) of the scheduled volume but less than six percent (6%) of the scheduled volume, Operator shall pay a penalty imposed by Transporter equal to \$5.00 per Dth for volumes in excess of the four percent (4%) but less than the six percent (6%) tolerance level.
 - (ii) For Operator's actual volumes which exceed scheduled volumes by more than 500 MMBtu at a measured receipt point subject to the Alert Day declaration, and the amount of such variance is equal to or greater than six percent (6%) of the scheduled volume, Operator shall pay a penalty imposed by Transporter equal to \$10.00 per Dth for volumes equal to or greater than the six (6%) tolerance level.
 - (iii) For the purpose of calculating penalties in accordance with (i) and (ii) above, each measured receipt point which is out of tolerance by less than 500 MMBtu shall be excluded.
 - (iv) Such penalty shall not be charged if the variance is caused by a "Force Majeure" event as defined in Section 11.1 of the General Terms and Conditions of this Tariff or due to error, omission or request of Transporter.
 - (v) All penalty revenues collected pursuant to this section will be refunded to shippers

annually,

based upon the ratio of each shipper's scheduled throughput to the total system scheduled throughput.

Substitute Third Revised Sheet No. 81E Substitute Third Revised Sheet No. 81E : Effective
Superseding: Second Revised Sheet No. 81E

GENERAL TERMS AND CONDITIONS
(continued)

22.5 Intra-day Nominations

- A. For services that provide for intra-day nominations and scheduling, there is no limitation as to the number of intra-day nominations (line items as per GISB Standard 1.2.1) which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. Transportation Service Providers may (for an interim period expiring on April 1, 1999) limit Service Requesters to one transmittal of nominations per standard intra-day nomination cycle, (excluding corrections of errors identified in the Quick Response). Such nominations must be submitted on a currently existing transportation agreement.
- B. Shipper shall have ability to nominate on a intra-day basis on Transporter's system under the following conditions:
 - 1) Intra-day nominations may be used to request an increase or decrease in scheduled volumes or a change in receipt or delivery points, consistent with Shipper's Service Agreement. A nomination reduction shall not result in a revised nomination which is less than the volume of gas received or delivered on behalf of such Shipper by Transporter on that gas day.
 - 2) Shipper must obtain prior confirmation from all affected upstream and downstream Operators.
 - 3) Intra-day nominations will be scheduled only if operationally feasible.
 - 4) Intra-day nominations do not rollover and are applicable to one (1) day only.
 - 5) Intra-day nominations may be used to nominate new supply or market.
- C. In order to nominate on a intra-day basis, Shipper must submit to Transporter the information required in Section 22.1. In addition, intra-day nominations should include an effective time.
- D. Firm intra-day nominations are entitled to bump scheduled interruptible service only during the Evening and Intraday 1 Nomination cycles. Transwestern will provide advance notice of bumping to interruptible shippers, and shall also notify interruptible shippers whether penalties will apply on the day volumes are reduced. Such notice will be provided in the same manner in which Transwestern provides notice of Operational Flow Orders. Penalties related to the bumped volume will be waived if notice has not been provided. Transwestern will provide notification of bumped volumes through the scheduled quantities statement. Transwestern will also electronically communicate notice directly to bumped Shippers in accordance with the grid-wide timeline for scheduled quantities. During non-critical periods, daily penalties will be waived for bumped volumes on the day of the bump.

Effective Date: 11/01/1998 Status: Effective

FERC Docket: RP99- 32-000

Original Sheet No. 81F Original Sheet No. 81F : Effective

GENERAL TERMS AND CONDITIONS
(continued)

- E. Bumping that affects transactions on multiple Transportation Service Providers should occur at grid-wide synchronization times only.
- F. The daily grid-wide synchronization times for scheduled flow are 9:00 a.m., 5:00 p.m., and 9:00 p.m.
- G. It is understood that a Transportation Service Provider exceeding the standard nomination timelines is not required to hold capacity for grid wide nominations until a standard nomination cycle.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

3rd Revised Sheet No. 82 3rd Revised Sheet No. 82 : Effective

Superseding: 2nd Revised Sheet No. 82

GENERAL TERMS AND CONDITIONS

(continued)

23. ANNUAL CHARGE ADJUSTMENT - ACA

The purpose of this Section 23 is to establish procedures designed to implement Section 154.38(d)(b)(6)(ii)(A) of the FERC's Regulations which allows a natural gas pipeline to adjust its rates annually to recover from its customers annual charges assessed it by the FERC under Part 382 of the FERC's Regulations - Assessment of Annual Charges (annual charges). Transporter shall not recover any annual charges assessed by the FERC and recorded in FERC Account No. 928 in an NGA Section 4 rate case for any time period that this ACA clause is in effect.

23.1 Application

In order to recover such annual charges, this Section 23 establishes an ACA Unit Surcharge per dth to be applicable to quantities of natural gas transported under Transporter's Rate Schedules.

23.2 Basis of the ACA Unit Charge

Transporter's Transportation Rate Schedules shall include a separately identified rate increment for an ACA Unit Surcharge. Such ACA Unit Surcharge shall be that increment, adjusted to Transporter's measurement basis (dekatherm), which shall be authorized on an annual basis by the FERC for each fiscal year commencing October 1 and ending September 30 pursuant to Section 382 of the FERC Regulations. The ACA Unit Surcharge shall be separately reflected on the currently effective Rate Sheets of this FERC Gas Tariff.

23.3 Filing Procedure

The initial ACA Unit Surcharge or any subsequent changes in such surcharge shall be filed by Transporter at least thirty (30) days prior to the proposed effective date.

Transporter shall effectuate rate adjustments made pursuant to this Section 23 on October 1 of each year. Any such rate adjustment shall not become effective unless it becomes effective without suspension or refund obligation.

23.4 Payment by Shipper

The amount of Shipper's applicable ACA Unit Surcharge shall be due and payable concurrently with such bill for gas service as specified in Section 7.1 of these General Terms and Conditions.

Fourth Revised Sheet No. 83 Fourth Revised Sheet No. 83 : Pending
Superseding: 3rd Revised Sheet No. 83-91A

24 CAPACITY POSTING AND CONTRACT PROCEDURES

24.1 Applicability

existing This section shall apply to the process of posting and contracting for capacity on facilities other than capacity which is available under the ROFR process or through the capacity release program, or as part of an expansion project.

24.2 Posting

format Transporter shall maintain and update postings of unsubscribed capacity, operationally available capacity, and design capacity, in accordance with 18 CFR 284.13 and in the set forth in NAESB standard 4.3.23.

24.3 Contracting for Available Capacity

posted Except as otherwise provided in Section 24.4 herein, Transporter will award offers for capacity (including requests to change primary receipts or primary delivery points) on a first-come, first-served basis and in accordance with the currently effective rate of this tariff. Posted capacity will be awarded on a first-come, first-served basis to any shipper willing to pay the applicable maximum tariff rate, and a shipper need not offer to pay a different rate (including, without limitation, a negotiated rate) that may be in excess of the maximum tariff rate to obtain such capacity. Nothing herein requires Transporter to accept requests to change primary receipt or delivery points or accept offers for available capacity at less than maximum tariff rates; provided however, that Transporter will treat all requests or offers on a nondiscriminatory basis. The unsubscribed capacity postings set that has forth in 24.2 above will be updated at each nomination cycle to reflect any capacity been awarded.

GENERAL TERMS AND CONDITIONS
(continued)

24 CAPACITY POSTING AND CONTRACT PROCEDURES

24.1 Applicability

existing This section shall apply to the process of posting and contracting for capacity on facilities other than capacity which is available under the ROFR process or through the capacity release program, or as part of an expansion project.

24.2 Posting

format Transporter shall maintain and update postings of unsubscribed capacity, operationally available capacity, and design capacity, in accordance with 18 CFR 284.13 and in the set forth in NAESB standard 4.3.23.

24.3 Contracting for Available Capacity

award Except as otherwise provided in Section 24.4 and Section 24.5 herein, Transporter will offers for posted capacity (including requests to change primary receipts or primary delivery points) on a first-come, first-served basis and in accordance with the currently effective rate schedules of this tariff. Posted capacity will be awarded on a first-come, first-served basis to any shipper willing to pay the applicable maximum tariff rate, and a shipper need not offer to pay a different rate (including, without limitation, a negotiated rate) that may be in excess of the maximum tariff rate to obtain such capacity. Nothing herein requires Transporter to accept requests to change primary receipt or delivery points or accept offers for available capacity at less than maximum tariff rates; provided however, that Transporter will treat all requests or offers on a nondiscriminatory basis. The nomination unsubscribed capacity postings set forth in 24.2 above will be updated at each cycle to reflect any capacity that has been awarded.

Fourth Revised Sheet No. 84 Fourth Revised Sheet No. 84 : Pending
Superseding: Third Revised Sheet No. 84

24.4 Bid Solicitation

received To the extent Transporter conducts a "bid solicitation" for posted capacity, all bids
time during the bid solicitation period will be treated as having been received at the same
and will be awarded utilizing a Present Value method based on the bid criteria set forth
below.

(i) Bid Solicitation Notice

Transporter's bid solicitation shall specify:

- (a) quantity (MMBtu/day)
- (b) the available points, paths or segments
- (c) the effective date capacity is available
- (d) the deadline for submitting bids
- (e) whether transporter is willing to consider offers at less than maximum

tariff

rates for all or any portion of the capacity or term

any

- (f) posted capacity will be awarded on a first-come, first-served basis to

need

shipper willing to pay the applicable maximum tariff rate, and a shipper

negotiated

not offer to pay a different rate (including, without limitation, a

rate) that may be in excess of the maximum tariff rate to obtain such
capacity.

(ii) Minimum Bid Solicitation Timelines

will be

The following are the minimum periods that the notice of a bid solicitation
posted:

shall be

- (a) For a term of less than five (5) months, the bid solicitation period
a minimum of one (1) business day.

period

- (b) For a term of five (5) months to one (1) year, the bid solicitation
shall be a minimum of three (3) business days.

shall be

- (c) For a term of greater than one (1) year, the bid solicitation period
a minimum of five (5) business days.

(iii) Bids

portion

To be considered a valid bid, bids must be binding, must be received by the bid
solicitation deadline and must specify:

- (a) the quantity desired (and whether the shipper is willing to accept a
of the quantity)
- (b) primary receipt point(s)
- (c) primary delivery point(s)
- (d) the term
- (e) reservation rate

(iv) Bid Evaluation

the

Valid bids will be evaluated by determining the highest present value using
current Commission interest rate as defined in 18 C.F.R. 154.67(c) (2) (iii) (A).

any

If Transporter receives both maximum rate bids and negotiated rate bids, then
portion of the negotiated rate bid exceeding the maximum tariff rate shall be
considered equal to the maximum tariff rate for the purpose of evaluation.

the

Transporter will award the capacity to the shipper(s) whose bid(s) represent
highest net present value.

however,
portion

Bids with equal present value will be awarded on a pro rata basis, provided that if one or more of the parties with equal bids is unwilling to accept a portion of the quantity desired, then such bid(s) will be eliminated from the pro rata calculation.

solicitation

Transporter will notify all bidders of the acceptance or rejection of their respective bids by the close of the business day following the bid deadline.

Fifth Revised Sheet No. 84 Fifth Revised Sheet No. 84 : Effective
Superseding: Substitute Fourth Revised Sheet No. 84
24.4 Bid Solicitation

To the extent Transporter conducts a "bid solicitation" for posted capacity, all bids received during the bid solicitation period will be treated as having been received at the same time and will be awarded utilizing a Present Value method based on the bid criteria set forth below.

(i) Bid Solicitation Notice

Transporter's bid solicitation shall specify:

- (a) quantity (MMBtu/day)
- (b) the available points, paths or segments
- (c) the effective date capacity is available
- (d) the deadline for submitting bids
- (e) whether transporter is willing to consider offers at less than maximum tariff rates

for

all or any portion of the capacity or term

- (f) A shipper need not offer to pay a different rate (including, without limitation, a negotiated rate) that may be in excess of the maximum tariff rate to obtain such

capacity.

(ii) Minimum Bid Solicitation Timelines

The following are the minimum periods that the notice of a bid solicitation will be posted:

minimum of

- (a) For a term of less than five (5) months, the bid solicitation period shall be a one (1) business day.
- (b) For a term of five (5) months to one (1) year, the bid solicitation period shall be a minimum of three (3) business days.
- (c) For a term of greater than one (1) year, the bid solicitation period shall be a

minimum of

five (5) business days.

(iii) Bids

To be considered a valid bid, bids must be binding, must be received by the bid

solicitation

deadline and must specify:

- (a) the quantity desired (and whether the shipper is willing to accept a portion of the quantity)
- (b) primary receipt point(s)
- (c) primary delivery point(s)
- (d) the term
- (e) reservation rate

(iv) Bid Evaluation

Valid bids will be evaluated by determining the highest present value using the current

Commission

interest rate as defined in 18 C.F.R. 154.501(d) pursuant to the following formula:

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

as

where: i = interest rate per month using the current Commission interest rate

defined in 18 C.F.R. 154.501(d)

n = term, in months

R = the rate bid on a monthly basis (the reservation charge, if a

two-part

rate and the commodity rate, if a one-part rate), and

Q = the Quantity stated in Dth

If Transporter receives both maximum rate bids and negotiated rate bids, then any negotiated rate

for the

bid exceeding the maximum tariff rate shall be considered equal to the maximum tariff rate purpose of evaluation.

total

Transporter will award the capacity to the shipper(s) whose bid(s) represents the highest present value. For purposes of determining the highest total present value, Transporter

will

consider the guaranteed incremental revenues from the bid or combination of bids that yield

the highest total present value.

Bids with equal present value will be awarded on a pro rata basis, provided however, that if one or more of the parties with equal bids is unwilling to accept a portion of the quantity desired, then such bid(s) will be eliminated from the pro rata calculation.

Transporter will notify all bidders of the acceptance or rejection of their respective bids by the close of the business day following the bid solicitation deadline.

GENERAL TERMS AND CONDITIONS
(continued)

(v) To the extent that capacity becomes available for paths on the San Juan lateral or paths on the mainline west of Thoreau, Transporter will, prior to awarding such capacity, post the availability of such capacity for the minimum timelines set forth in Section 24.4(ii) above, and any bids received during the timeline will be evaluated in accordance with the bid solicitation procedures set forth in Section 24.4(iv) above. Transporter is not obligated to conduct a bid solicitation for any other paths, or for point capacity that becomes available from time to time (including capacity that becomes available as a result of a shipper's changes to primary receipt and/or delivery points).

(vi) To the extent Transporter enters into firm agreements for operationally available capacity (i.e. non-sustainable short-term capacity that is not available on Transporter's Unsubscribed Capacity posting), such agreements shall be subject to the bid solicitation requirements set forth in (v) above and shall not be rolled over without prior posting and the opportunity for other shippers to obtain such capacity.

24.5 Reservation of Unsubscribed Capacity in Conjunction with a Proposed Expansion Project

Transporter may, in conjunction with a proposed expansion of Transporter's system, reserve generally available capacity, which includes capacity from expiring contracts, provided that:

- (i) Transporter has held an open season for such proposed expansion.
- (ii) Generally available ("unsubscribed") capacity is posted on Transporter's website in accordance with Section 18.1(A) (1) of this Tariff.
- (iii) Unsubscribed capacity to be reserved will be posted on Transporter's website for at least five (5) business days. Any party wishing to bid on capacity to be reserved must submit a request in accordance with Sections 18 and 24 of these General Terms and Conditions, and must be in accordance with the minimum bid requirements in Section 24.5(v), below.
- (iv) To the extent that Transporter proposes to construct new facilities to provide incremental capacity, then Transporter shall make a non-binding solicitation to existing firm shippers for turnback capacity to minimize the new facilities to be constructed.

(v) The information Transporter shall post regarding capacity to be reserved on its website shall include:
the (a) a description of the expansion project for which the capacity is being reserved and estimated in-service date;
minimum (b) the location and quantity of the capacity being reserved;
24.4(iv) (c) the minimum acceptable bid for the available capacity posted to be reserved. The acceptable bid shall be the lowest total present value calculated under Section above in evaluating all expansion precedent agreements or expansion contracts.

(vi) The capacity is reserved for a period beginning no earlier than twelve (12) months prior to the filing by Transporter of an NGA Section 7 certificate application requesting FERC

authorization for such system expansion and ending upon the in-service date of the expansion.

(vii) Capacity so reserved will remain available on a limited term basis for open access transportation for any shipper requesting such capacity during the interim period preceding the in-service date of the expansion. Transporter reserves the right to limit any extension rights provided in the service agreement and Section 13 of the FTS-1 Rate Schedule.

(viii) Any capacity reserved for a proposed expansion that does not go forward, for any reason, shall be reposted as generally available capacity within thirty (30) days of the date the capacity becomes available.

Effective Date: 09/06/2002 Status: Pending

FERC Docket: RP97-288-025

Second Revised Sheet No. 85 - 91A Second Revised Sheet No. 85 - 91A : Pending

Superseding: First Revised Sheet No. 85

Notice is hereby given that upon the effective date of the Stipulation and Agreement in Docket No. RP95-271-003, Sheet Nos. 85 through 91A of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 are hereby canceled.

Effective Date: 06/01/1994 Status: Effective

FERC Docket: RP94-227-000

9th Revised Sheet No. 87 9th Revised Sheet No. 87 : Superseded

Superseding: Substitute 8th Revised Sheet No. 87

GENERAL TERMS AND CONDITIONS
(continued)

25. TRANSITION COST RECOVERY MECHANISM (TCR MECHANISM)

25.1 Purpose and Applicability: The following establishes alternative Transition Cost Recovery Mechanisms which Seller may implement:

- a. This Section 25(a) establishes a Transition Cost Recovery Mechanism (TCR Mechanism) for the purpose of recovering Transition Costs, as defined below, not absorbed by Seller, through a TCR Fee and a TCR Surcharge applicable to quantities of natural gas sold or transported under any of Seller's Rate Schedules in Volume No. 1 of Seller's FERC Gas Tariff. Such costs shall be defined as either (1) any costs as defined in Section 25.2(a), actually paid or (2) all payments made which qualify under the Litigation Exception. Seller agrees to absorb 25% of such Transition Costs as long as Seller is permitted to collect by a fixed charge 25% of Transition Costs. Such fixed charge shall be allocated among Seller's jurisdictional and non-jurisdictional firm sales and transportation customers pursuant to Section 25.3 and shall be charged to Seller's jurisdictional firm sales and transportation customers through the TCR Fee pursuant to Section 25.4. The remaining 50% of such TCR costs shall be charged to all applicable sales and transport customers through the TCR Surcharge A or B, as applicable, pursuant to Sections 25.5, 25.6, and 25.7, where applicable.
- b. This Section 25(b) establishes a Transition Cost Recovery Mechanism (TCR Mechanism) for the purpose of recovering Transition Costs, as defined above, through a TCR Surcharge applicable to quantities of natural gas sold or transported under any of Seller's applicable Rate Schedules in Volume No. 1 of Seller's FERC Gas Tariff. Seller shall absorb 25% of such TCR costs and shall be permitted to collect the remaining 75% of such TCR costs from all applicable sales and transportation customers through the TCR Surcharges B and C pursuant to Sections 25.5, 25.6, and 25.7. For purposes of this procedure, only the following Sections shall apply: 25.2 a,d,e,f,g, 25.4 (where applicable), 25.5,25.6, 25.7, 25.8 and 25.9.

Effective Date: 04/01/1994 Status: Effective
FERC Docket: RP93- 56-005

17th Revised Sheet No. 89 17th Revised Sheet No. 89 : Superseded
Superseding: 16th Revised Sheet No. 89

GENERAL TERMS AND CONDITIONS
(continued)

For purposes of Section 25.7: TCR Surcharge A shall apply to amounts filed prior to issuance of Order No. 528 which include Docket Nos. RP88-198 (TCR Amount One), RP89-59 (TCR Amount Two), RP89-130 (TCR Amount Three) and RP90-25 (TCR Amount Four); and TCR Surcharge B shall apply to amounts filed subsequent to issuance of Order No. 528.

d. The TCR Amounts (excluding carrying charges) are:

(1) TCR Amount One:	\$99,120,006.37
(2) TCR Amount Two:	\$45,732,439.00
(3) TCR Amount Three:	\$63,803,110.00
(4) TCR Amount Four:	\$600,000.00
(5) TCR Amount Five:	\$10,977,543.28
(6) TCR Amount Six:	\$3,524,488.00
(7) TCR Amount Seven:	\$6,500,000.00
(8) TCR Amount Eight:	\$857,650.00
(9) TCR Amount Nine:	\$4,392,000.00
(10) TCR Amount Ten:	\$2,149,184.00
(11) TCR Amount Eleven:	\$5,454,449.38
(12) TCR Amount Twelve:	\$393,182.26
(13) TCR Amount Thirteen:	\$20,100,000.00
(14) TCR Amount Fourteen:	\$2,870,282.64

e. Amortization Period: The amortization period for the TCR Surcharge relating to TCR Amount One shall be the period December 1, 1988 through March 31, 1992. The amortization period for the TCR Surcharge relating to TCR Amount Two shall be the period February 1, 1989 through March 31, 1992. The amortization period for the TCR Surcharge relating to TCR Amount Three shall be the period April 1, 1989 through March 31, 1992. The amortization period for the TCR Surcharge relating to TCR Amount Four shall be the period December 1, 1989 through March 31, 1992. The amortization period for the TCR Surcharge relating to TCR Amount Five shall be the period April 1, 1991 through March 31, 1992. The amortization period for the TCR Surcharge relating to TCR Amount Six shall be the period May 1, 1991 through March 31, 1992. The amortization period for the TCR Surcharge relating to TCR Amount Seven shall be the period October 1, 1991 through March 31, 1992. The amortization period for the TCR Surcharge relating to TCR Amount Eight shall be the period November 2, 1991 through March 31, 1992. The amortization period for the TCR Surcharge relating to TCR Amount Nine shall be the period January 1, 1992 through March 31, 1992. The amortization period for the TCR Surcharge relating to TCR Amount Ten shall be the period April 1, 1992 through March 31, 1993. The amortization period for

Effective Date: 04/01/1994 Status: Effective
FERC Docket: RP93- 56-005

6th Revised Sheet No. 89A 6th Revised Sheet No. 89A : Superseded
Superseding: 5th Revised Sheet No. 89A

GENERAL TERMS AND CONDITIONS
(continued)

the TCR Surcharge relating to TCR Amount Eleven shall be the period April 1, 1993 through March 31, 1994. The amortization period for the TCR Surcharge relating to TCR Amount Twelve shall be the period April 1, 1993 through March 31, 1994. The amortization period for the TCR Surcharge relating to TCR Amount Thirteen shall be the period July 1, 1993 through October 31, 1996. The amortization period for the TCR surcharge relating to TCR Amount Fourteen shall be the period January 1, 1994 through October 31, 1996.

- f. Amortization Amounts: Amounts set forth on the currently effective Sheet Nos. 5E, 5E(i), 5E(ii), 5E(iii), 5E(iv), and 5E(v), 5E(vi), 5E(vii), and 5E(viii) of Volume No. 1 of Seller's FERC Gas Tariff represent the amount of Transition Costs to be amortized and charged to all throughput volumes each month during the period this Section 25 remain in effect.
- g. Contract Demand Quantity: Buyer's Contract Demand Quantity shall be the quantity set forth in dekatherms in the executed service agreement between Seller and Buyer as of the date of the original TCR filing, with the exception of Buyers receiving service pursuant to Rate Schedule FTS-2 (formerly Rate Schedules SG-1, SG-2, RW-1, and the non-jurisdictional Buyers). For Buyers receiving service under Rate Schedule FTS-2 (formerly Rate Schedules SG-1, SG-2, RW-1 and the non-jurisdictional Buyers), the Contract Demand Quantity shall be the actual volumes in dekatherms for the twelve months ending August 31, 1988 for all TCR filings made on or before April 1, 1993, and the maximum contract quantity set forth in dekatherms in the FTS-2 service agreement between Seller and Buyer for all TCR filings made after April 1, 1993.
- h. Date of Original TCR Filing: The date of the original TCR filing for any TCR Amount shall be the date Seller first filed to recover such TCR Amount.

Effective Date: 08/01/1993 Status: Effective

FERC Docket: RP93-139-000

14th Revised Sheet No. 90 14th Revised Sheet No. 90 : Superseded

Superseding: 13th Revised Sheet No. 90

GENERAL TERMS AND CONDITIONS

(continued)

25.3 Allocation of Fixed Cost Portion of Transition Costs: The Fixed Cost Portion of Transition Costs shall be allocated to CDQ-1, CDQ-3, FTS-1, FTS-2, SG-1, SG-2, and RW-1 Buyers in the proportion that each such Buyer's or former Buyer's Contract Demand Quantity or MAXDTQ (as of the applicable date set forth in Section 25.2(c)) bears to the total contract demand quantity and MAXDTQ for all Buyers, with the following exception: Seller shall reallocate 50% of the amount initially allocated to Rate Schedules SG-1, SG-2, RW-1, and FTS-2, as applicable, and 50% of the total amount initially allocated to non-jurisdictional Buyers to Rate Schedule CDQ-1, CDQ-3 and FTS-1 Buyers based on their applicable Contract Demand Quantity or MAXDTQ.

25.4 TCR Fee:

- a. The amount to be recovered through the TCR Fee shall be the amount (including interest) determined for each Buyer pursuant to Section 25.3 hereof. The applicable TCR Fee (excluding interest) shall be set forth on Sheet Nos. 5C, 5D, 5D(i), 5D(ii), 5D(iii), 5D(iv), 5D(v), 5D(vi), 5D(vii) and 5D(viii) of Volume No. 1 of Seller's FERC Gas Tariff. Sheet No. 5C reflects the TCR Fee applicable to TCR Amount One. Sheet No. 5D reflects the TCR Fee applicable to TCR Amount Two. Sheet No. 5D(i) reflects the TCR Fee applicable to TCR Amount Three. Sheet No. 5D(ii) reflects the TCR Fee applicable to TCR Amount Four. Sheet No. 5D(iii) reflects the TCR Fee applicable to TCR Amount Five. Sheet No. 5D(iv) reflects the TCR Fee applicable to TCR Amount Seven. Sheet No. 5D(v) reflects the TCR Fee applicable to TCR Amount Eight. Sheet No. 5D(vi) reflects the TCR Fee applicable to TCR Amount Nine. Sheet No. 5D(vii) reflects the TCR Fee application to TCR Amount Ten. Sheet No. 5D(viii) reflects the TCR Fee applicable to TCR Amount Thirteen. The TCR Fee (including interest) is to be paid by Buyer within thirty (30) days after issuance by Seller of Buyer's TCR Fee invoice, except as provided in Section 25.4(b) or (c) below.
- b. The TCR Fees on Sheet Nos. 5C, 5D, 5D(i), 5D(ii), 5D(iii), 5D(iv), 5D(v), 5D(vi), and 5D(vii) will be accounted for separately. Buyer has the option to remit payment of each TCR Fee over a period not to exceed twelve (12) months. If Buyer elects this option,

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FERC Docket: RP95-454-001

15th Revised Sheet No. 90A 15th Revised Sheet No. 90A : Superseded
Superseding: 14th Revised Sheet No. 90A

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(continued)

Buyer shall inform Seller of such election within thirty (30) days after issuance by Seller of Buyer's TCR Fee invoice. Such monthly TCR Fee amounts shall include carrying costs on the unpaid portion of the TCR Fee utilizing the then effective interest rate as provided for in 18 CFR 154.67(c)(2)(iii)(A). The minimum monthly payment shall be equal to the unpaid balance divided by the remaining number of months, plus accrued interest.

- c. In the event the service agreement of any sales customer terminates after December 1, 1988, the TCR Fee or the unpaid portion of any TCR Fee applicable to such sales customer is due within thirty (30) days of the effective date of such TCR Fee, with interest to such date, unless such customer agrees in writing to a payment schedule in accordance with Section 25.4(b) above.

- 25.5 TCR Surcharge Procedures: Seller shall calculate and charge the TCR Surcharge of each year as follows:

TCR Surcharge: Seller shall calculate the TCR Surcharge by first determining the total of all Amortization Amounts applicable through November of each year. Such Amortization Amounts are set forth on Sheet Nos. 5E, 5E(i), 5E(ii), 5E(iii), 5E(iv), 5E(v), 5E(vi), 5E(vii), and 5E(viii) of Volume No. 1 of Seller's FERC Gas Tariff. The TCR Surcharge shall also include estimated interest as provided in 18 CFR 154.67(c)(2)(iii)(A). For each filing made by Seller pursuant to this Section 25, the currently effective interest rate as provided in 18 CFR 154.67(c)(2)(iii)(A) shall be applied to the average monthly balance of the unamortized amount in such filing. The volumes used to calculate the TCR Surcharge shall be the volumes underlying Seller's currently effective rates.

Buyer shall be charged the applicable TCR Surcharge as set forth on the currently effective Rate Sheets of Volume No. 1 of Seller's FERC Gas Tariff multiplied by the quantity of gas actually delivered during the billing month.

- 25.6 Interest Rate Adjustment Filings:
TCR Surcharge B

Seller shall make three Interest Rate Adjustment Filings to calculate and charge the TCR Surcharge B. Each filing will be made annually on or before November 1 with the first one made November 1, 1989. These filings shall adjust the TCR Surcharge B to account for (1) the difference between actual and estimated interest expense resulting from interest rate changes only, and (2) the estimated interest expense for the upcoming period.

TCR Surcharge C

On or before November 1, 1995, Transporter shall make an Interest Rate Adjustment Filing to calculate and charge the TCR Surcharge C. This filing shall adjust the TCR Surcharge C to account for (1) the difference between actual and estimated interest expense resulting from interest rate changes only, and (2) the estimated interest expense for the upcoming period.

Effective Date: 11/14/1995 Status: Effective

FERC Docket: RP95-454-001

6th Revised Sheet No. 91 6th Revised Sheet No. 91 : Superseded

Superseding: 5th Revised Sheet No. 91

GENERAL TERMS AND CONDITIONS
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- a. TCR Surcharge B Adjustment: Seller shall calculate a new TCR Surcharge B for each twelve (12) month period with the exception of the third Interest Rate Adjustment Filing which will be applicable for a four (4) month period. The amount to be collected is the sum of (1) the Amortization Amounts for such period, (2) the difference between the estimated interest collected for the prior twelve (12) month period and the actual interest applicable during such period as calculated pursuant to 18 CFR 154.67(c)(2)(iii)(A), and (3) estimated interest for the upcoming twelve (12) month period with the exception of the third Interest Rate Adjustment Filing which will be applicable for a four (4) month period. Such estimated interest shall be equal to the currently effective interest rate pursuant to 18 CFR 154.67(c)(2)(iii)(A) based upon a thirteen (13) month average balance of all unamortized amounts through March 31, 1992, with the exception of the third Interest Rate Adjustment Filing in which estimated interest will be based upon a five (5) month average balance of all unamortized amounts through March 31, 1992. The volumes used shall be the volumes underlying the currently effective rates. Buyer shall be charged the applicable TCR Surcharge B as set forth on the currently effective Rate Sheets of Volume No. 1 of Seller's FERC Gas Tariff multiplied by the quantity of gas actually delivered during the billing month.
- b. TCR Surcharge C Adjustment: Transporter shall calculate a new TCR Surcharge C for each twelve (12) month period. The amount to be collected is the sum of (1) the Amortization Amounts for such period, (2) the difference between the estimated interest collected for the prior twelve (12) month period and the actual interest applicable during such period as calculated pursuant to 18 CFR 154.67(c)(2)(iii)(A), and (3) estimated interest for the upcoming period. Such estimated interest shall be equal to the currently effective interest rate pursuant to 18 CFR 154.67(c)(2)(iii)(A) based upon a thirteen (13) month average balance of all unamortized amounts through October 31, 1996. The volumes used shall be the volumes underlying the currently effective rates. Shipper shall be charged the applicable TCR Surcharge C as set forth on the currently effective Rate Sheets of Volume No. 1 of Transporter's FERC Gas Tariff multiplied by the quantity of gas actually delivered during the billing month.
- 25.7 TCR Surcharge B True-up Mechanism: Within sixty (60) days after termination of the amortization period for TCR Surcharge B, Seller shall, for the TCR Surcharge B amortization period: (1) determine the actual revenues recovered and (2) determine the difference, if any, between such actual revenues recovered and the filed total amount to be recovered through TCR Surcharge B. In the event such calculations reflect that an overrecovery of the TCR Surcharge B amount occurred, Seller shall: (1) divide the filed total amount to be recovered through TCR Surcharge B by (2) the sum of the products of: a) the average miles for each zone multiplied by b) the actual throughput volumes for each such zone on Seller's system, in order to calculate a "Required TCR Surcharge B" for each such zone, (3) determine which Buyers paid a TCR Surcharge B which exceeds the applicable Required TCR Surcharge B, and (4) refund the difference to each such Buyer paying a TCR Surcharge B rate which exceeded the applicable Required TCR Surcharge B rate. In the event Seller's calculations reflect that an under-recovery of the TCR Surcharge B amount occurred, Seller shall, for the TCR Surcharge

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FERC Docket: RP99-245-000

Fourth Revised Sheet No. 91B Fourth Revised Sheet No. 91B : Effective

Superseding: Third Revised Sheet No. 91B

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25. TRANSITION COST RECOVERY SURCHARGE (TCR II)

- A. Purpose and Applicability: The following establishes a transition cost recovery surcharge (TCR II Reservation Surcharge") for the purpose of recovering eligible transition costs under Order No. 528, et al., as defined below.
- B. Such TCR II Reservation Surcharge shall be applicable to the following Current Firm Shippers: Citizens Utilities Company, Conoco, Inc., Duke Energy Trading and Marketing, L.L.C., El Paso Energy Marketing Company, Pacific Gas and Electric Company (Gas), Texaco Natural Gas Inc. and Southern California Gas Company.
- C. TCR II Amounts: The TCR II Amounts to be recovered through the TCR II Reservation Surcharge are eligible transition costs that Transporter actually incurs on or before December 31, 1997, but shall not exceed \$16.5 million. Transporter shall be entitled to recover 100% of the principal of TCR II Amounts as described herein but Transporter shall not collect any interest on such amounts, excluding interest which may accrue to an individual Shipper on delinquent payment of TCR II Reservation Surcharges. Transporter waives recovery of any such transition costs incurred after December 31, 1997.
- D. TCR II Reservation Surcharge: The TCR II Reservation Surcharge will be based on an Allocation Factor which will be calculated initially for purposes of Transporter's first TCR II filing and then will be recalculated to be effective on each subsequent November 1, during the Amortization Period. The TCR II Reservation Surcharge will be calculated in the following manner:
 - 1) Allocation Factor:
 - a) The numerator of the Allocation Factor will be equal to the MAXDTQ for Previously Held Capacity and to each Current Firm Shipper's MAXDTQ for the West of Thoreau area plus five times the Current Firm Shipper's actual deliveries (including released capacity volumes transported under the Current Firm Shipper's Service Agreement) in the West of Thoreau area during the previous twelve (12) months. If a Current Firm Shipper's Service Agreement terminates before its allocated share of the TCR II costs are fully amortized, the numerator of such Current Firm Shipper's Allocation Factor will be fixed at its average numerator for the three years preceding the termination of its Service Agreement, and that numerator will continue to be used until the TCR II costs are fully amortized;
 - b) The denominator of the Allocation Factor will be the sum of the numerators of all the Current Firm Shippers and all Previously Held Capacity;

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FERC Docket: RP95-271-007

1st Revised Sheet No. 91C 1st Revised Sheet No. 91C : Effective
Superseding: Original Sheet No. 91C

GENERAL TERMS AND CONDITIONS
(Continued)

- c) For the purpose of calculating the Allocation Factor in Section 25(D)(1)(a), the MAXDTQ for each Current Firm Shipper shall be determined in accordance with the following:
 - i) For TCR II filings made prior to November 1, 1996, the MAXDTQ will be equal to the Current Firm Shipper's MAXDTQ as of the date of such filing; or
 - ii) For TCR II filings made on or after November 1, 1996, the MAXDTQ will be equal to the Current Firm Shipper's MAXDTQ as of November 1, 1996.
- d) The calculation of the Allocation Factor in Section 25(D)(1)(a) shall also include the MAXDTQs for previously held capacity ("Previously Held Capacity") as follows: (1) for Aquila Energy Marketing Company, 14,600 dth/day, (2) for Robert L. Bayless, 3,000 dth/day, (3) for Signal Fuels Trading Corp., 5,000 dth/day, and (4) for Sunrise Energy Company, 50,000 dth/day.
- 2) The Allocation Factor will be multiplied by the TCR II Amounts to derive the amount applicable to each Current Firm Shipper. To calculate the TCR II Reservation Surcharge for each Current Firm Shipper, the amount applicable to each Current Firm Shipper will be divided by the sum of the Current Firm Shipper's MAXDTQ (in accordance with Section 25(D)(1)(c)(i) or (ii) as applicable) for the West of Thoreau area times the number of days in the Amortization Period.
- 3) Transporter will adjust the TCR II Reservation Surcharge prospectively to include additional take-or-pay costs as they are paid by Transwestern and made effective as provided in FERC's order accepting Transporter's filing to collect such costs.
- E. Amortization Period: The Amortization Period for TCR II Amounts shall be ten years, commencing with the effective date of each filing made by Transporter to collect such TCR II Amounts. Each such filing shall begin a new ten-year Amortization Period for the costs included in that filing.
- F. Transporter shall assume the risk of collection for any allocated TCR II Surcharges not paid by any Current Firm Shippers listed above subject to Transporter's collection rights under Section 7 of these General Terms and Conditions.
- G. Transition costs: Transition Costs shall include Commission authorized amounts that Transporter has paid or has been obligated by agreement to pay to producers/suppliers in settlement of take or pay or other quantity provisions in gas purchase contracts or to reform uneconomic contract terms in such contracts (including without limitation, quantity, price, volume, or contract duration).

Effective Date: 11/01/1996 Status: Effective
FERC Docket: RP95-271-007

1st Revised Sheet No. 91D 1st Revised Sheet No. 91D : Effective
Superseding: Original Sheet No. 91D

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H. Effect of Challenges to the TCR II Filing:

Current Firm Shippers waive the right to challenge prudence of the TCR II Amounts. Current Firm Shippers waive the right to challenge the eligibility of Transporter's TCR II Amounts for all such costs meeting the following standards: eligible costs are defined as all costs specified as eligible for recovery under the standards of Order Nos. 500, et al. and Order Nos. 528, et al., and cases interpreting and applying such standards, and shall include transportation credits, transportation discounts and other non-cash consideration, the full amount of the consideration provided under any settlement which resolves a take-or-pay claim or claims also resolved by such settlement, and payments for royalty and overriding royalty claims and severance taxes, where Transwestern's take-or-pay settlement with a producer requires Transwestern to pay royalty claims and/or severance taxes otherwise payable by the producer; however, in no event shall eligible costs be deemed to include attorneys' fees, expert fees, arbitration costs or court costs incurred by Transwestern in effectuating any settlement or obtaining any approval thereof. If any TCR II Amounts are ultimately held to be ineligible for recovery, Transporter shall remove the subject amounts from its TCR II Reservation Surcharge and adjust the TCR II Reservation Surcharge accordingly and/or refund or credit such amounts to Shippers that paid for the TCR II Amounts deemed ineligible.

Effective Date: 09/01/1995 Status: Effective

FERC Docket: RP95-271-001

4th Revised Sheet No. 92 4th Revised Sheet No. 92 : Effective
Superseding: 3rd Revised Sheet No. 92

GENERAL TERMS AND CONDITIONS
(continued)

Notice is hereby given that on the effective date of the Stipulation and Agreement in Docket No. RP95-271-000, information previously shown on Sheet No. 92 of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 has been moved.

GENERAL TERMS AND CONDITIONS
(continued)

26. UNAUTHORIZED GAS:

In the event a party (which may be other than a Buyer) causes gas to be delivered into Seller's system and such gas has not been nominated and scheduled, then such gas shall be considered unauthorized gas. Upon determination by Seller that unauthorized gas has entered Seller's system, Seller shall send by telecopy or transmit by similar means if no telecopier is available, a notice of unauthorized gas flow. Seller shall also post on its Electronic Bulletin Board a notice that unauthorized gas has entered its system. Such notice shall include the volume, the receipt point(s) and the time frame in which the unauthorized gas was received into its system. All subsequent deliveries of unauthorized gas occurring after the date of the notification by Seller, may be retained by Seller at no cost to Seller and free and clear of any adverse claims relating thereto, and such party shall be presumed to have relinquished title to Seller for such gas. Seller's notice to the party will provide that Seller shall have the right to retain title to all subsequent deliveries of unauthorized gas in accordance with this provision.

For any unauthorized gas volumes delivered to Seller prior to and including the date of the Notice Period, said party shall have until the last day of the calendar month following forty-five (45) days after Seller's notification ("Make-up Period") to agree upon a plan to resolve the unauthorized gas volumes, provided, however, that any such resolution must be agreed to by Seller. Seller and Buyer agree to negotiate in good faith the plan for resolution of the entire unauthorized gas volumes. Such agreed upon plan shall be in writing. "Notice Period" shall mean the twenty-four (24) consecutive hour period after Seller notifies the party of unauthorized gas flow. For purposes of resolving said unauthorized gas volumes, such gas shall have the lowest scheduling priority, under Section 22, "Nomination and Scheduling of Capacity", of Seller's General Terms and Conditions of its FERC Gas Tariff.

Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-002

Substitute Third Revised Sheet No. 92B Substitute Third Revised Sheet No. 92B : Effective
Superseding: Second Revised Sheet No. 92B

GENERAL TERMS AND CONDITIONS
(continued)

Seller will dispose of the unauthorized gas volumes as follows:

- 1) With Seller's consent, proven owners of unauthorized gas may sell such unauthorized gas volumes to any Buyer as long as said Buyer has an effective transportation service agreement in place on Seller's system. Such unauthorized gas volumes shall become an imbalance on a Buyer's existing FTS-1, LFT, FTS-3, EFBH or ITS-1 Service Agreement. Unless waived by Seller on a not unduly discriminatory basis, Buyer agrees to pay Seller the unauthorized gas penalty of thirty cents per dekatherm (30c/dth) for the respective unauthorized gas volumes being purchased, plus any applicable Transport Charge including Transport Fuel for redelivery. Such sale will not change any penalties previously assessed under Seller's tariff.
- 2) If said unauthorized gas volumes are not resolved within the Make-up Period, Seller may retain such unauthorized gas volumes at no cost to Seller, free and clear of any adverse claims relating thereto, and such party shall be presumed to have relinquished title to Seller for such gas.

Seller shall not assess more than one unauthorized gas penalty for the same infraction. To claim unauthorized gas volumes, the party shall submit written notification to Seller within the Make-up Period along with verification of ownership.

For any revenue received in excess of related costs from penalties assessed on the Seller or on an affiliate of the Seller, Seller shall refund such revenue within 90 days of the payment date to other Buyers on Seller's System which purchased transportation services during the month in which any such penalty was assessed.

GENERAL TERMS AND CONDITIONS
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27. SHIPPER IMBALANCE RESOLUTION PROVISIONS:

Although Shippers must submit balanced nominations (nominated deliveries must equal nominated receipts less fuel), and notwithstanding the fact that Transporter has OBA's at all points, minor inadvertent Shipper imbalances can be created as a result of the simultaneous confirmation process. A Shipper Imbalance on a Transport Agreement shall be defined as a volume variance between the Transportation Agreement's scheduled Receipts less Fuel and the Transportation Agreement's Scheduled Deliveries which occurs when a confirming party, in the Intraday 2 Cycle, confirms a different quantity than was submitted for confirmation.

27.1 The Shipper Imbalance shall be resolved in accordance with the provisions of Section 27.5 below.

27.2 The MIP applicable to a Shipper Imbalance shall be determined by the location(s) in which the confirmation quantities differed. The MIP for each month shall equal the average of the daily prices for that month as reported in Gas Daily's table entitled "Daily Price Survey" for delivery into Transporter's mainline system for the following:

Imbalance Location	MIP
*****	Gas Daily - Daily Price Survey
*****	*****
East of Thoreau Area	"Permian Basin Area, Transwestern"
North of Blanco	"New Mexico - San Juan Basin, El Paso - Bondad"
Blanco	"New Mexico - San Juan Basin, El Paso - non-Bondad"
West of Thoreau, Except PGE Topock	"Others, SoCal gas, large pkgs"
West of Thoreau - PG&E Topock	"Others, PG&E, large pkgs"

If a range of prices is shown for any particular day, the midpoint of such range shall represent that day's price at a particular location.

If for any reason, Gas Daily ceases to be available for a particular month, the MIP for that month will equal the average of the applicable daily prices (excluding weekends and holidays) for each above-described location for the applicable month as reported in any other generally accepted available industry publication chosen by Transporter.

GENERAL TERMS AND CONDITIONS
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- 27.3 Transporter will post the MIP for each month on its Electronic Bulletin Board (EBB)
within one (1) business day following the end of the applicable month.
- 27.4 No penalties shall be applicable to Shipper Imbalances.
- 27.5 Resolution of Shipper Imbalances:
Imbalances between Shippers and Transporter may be offset by netting and trading.
Imbalance netting and trading activity shall follow the steps outlined below.
- at (i) To the extent the Shipper has multiple points within the same imbalance location
shall be which imbalances accrue, such monthly imbalances held by a single legal entity
accumulated and netted prior to the posting of imbalances as provided for in (ii)
below.
- its (ii) On or before the ninth (9th) business day of the month, Transporter will post on
EBB each Shipper's volumetric imbalance by imbalance location.
- trading (iii) A Shipper may negotiate with other Shippers to trade the volumetric imbalances (as
posted in accordance with (ii) above) within each imbalance location. This
will occur only between Shippers (Transporter will not be involved).
- fax or (iv) All Shippers will have until the close of the 17th business day of the month to
the complete imbalance trading.
- (v) Shippers must notify Transporter prior to the close of the 17th business day via
e-mail of the volumes traded and the trading partners (all Shippers involved in
trade must notify Transporter of the intent and amount traded).
- Shipper. (vi) Imbalance netting and trading will be completed at no additional cost to the
- 27.2 (vii) After close of the 17th business day of the month, Transporter will calculate the
Shipper's final volumetric imbalance. Any remaining volumetric imbalances will be
assigned a dollar value by applying the applicable MIP as set forth in Section
above. Such dollar amounts will be due and payable by the 20th business day of
the month. Interest shall accrue on the dollar value of the Imbalance from such date
due until the date of payment, at the interest rate set forth in 18 CFR 154.501(d)(1),
as may be amended from time to time.
- result (viii) Any discrepancies between notifications to Transporter by trading parties will
subject to in the trade not being confirmed and the imbalances to both Shippers will be
the applicable imbalance valuation and cash-out provisions outlined above.

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FERC Docket: RP00-490-002

Third Revised Sheet No. 92E Third Revised Sheet No. 92E : Effective
Superseding: 2nd Revised Sheet No. 92E

RESERVED FOR FUTURE USE

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Fourth Revised Sheet No. 92F Fourth Revised Sheet No. 92F : Effective
Superseding: 3rd Revised Sheet No. 92F

RESERVED FOR FUTURE USE

Effective Date: 09/01/1996 Status: Effective

FERC Docket: RP97- 41-000

4th Revised Sheet No. 93 4th Revised Sheet No. 93 : Effective

Superseding: 3rd Revised Sheet No. 93

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28. RECEIPT/DELIVERY POINT AREAS:

Service under this Tariff is divided into three Receipt/Delivery Point Areas as shown on Sheet Nos. 4 through 4C of this Tariff:

The East of Thoreau Area includes the area that is east of a line extending north and south of a point on Transporter's mainline facilities located approximately 26 miles west of the existing Thoreau Compressor Station in McKinley County, New Mexico (herein referred to as the "Thoreau/San Juan Point"), excluding the San Juan Lateral Area. The East of Thoreau Area does not include the San Juan Lateral Area.

The West of Thoreau Area includes the area that is west of a line extending north and south of the Thoreau/San Juan Point and excluding the San Juan Lateral Area.

The San Juan Lateral Area includes the area that: 1) is east of a line extending from the Thoreau/San Juan Point to the southwest corner of San Juan County, New Mexico, extending north along the state line dividing Arizona and New Mexico, 2) is west of a line extending from the Thoreau/San Juan Point to the southeast corner of San Juan County, New Mexico extending north along the county line dividing San Juan County and Rio Arriba County, New Mexico, and 3) includes La Plata County, Colorado.

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP93- 34-005

1st Revised Sheet No. 93A 1st Revised Sheet No. 93A : Effective
Superseding: Original Sheet No. 93A

Notice is hereby given that effective April 1, 1994, Sheet No. 93A of Transwestern's FERC Gas Tariff, Second Revised Volume No. 1 is hereby canceled.

Effective Date: 09/01/1995 Status: Effective

FERC Docket: RP95-271-001

3rd Revised Sheet No. 94 3rd Revised Sheet No. 94 : Effective
Superseding: 2nd Revised Sheet No. 94

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29. NONDISCRIMINATORY GATHERING ACCESS

- A. Transporter will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Federal Energy Regulatory Commission's regulations and will not give shippers transporting gas on gathering facilities owned in whole or in part by an affiliate undue preference over shippers of nonaffiliated gatherers or other customers in scheduling, transportation, storage or curtailment priority.
- B. Transporter will not condition or tie its agreement to provide transportation service to: (1) an agreement by the producer, customer, end-user, or shipper relating to any service offered by an affiliate offering gathering services; (2) any services offered by Transporter on behalf of a gathering affiliate; or (3) any services in which a gathering affiliate is involved.

Fifth Revised Sheet No. 95 Fifth Revised Sheet No. 95 : Effective
Superseding: Substitute Fourth Revised Sheet No. 95
GENERAL TERMS AND CONDITIONS
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30. CAPACITY RELEASE PROGRAM

In this Section 30, Releasing Shipper shall mean a Shipper who releases or is seeking to release all or any part of its firm transportation capacity to a third party.

Replacement Shipper shall mean a third party who receives either temporarily or permanently released capacity, as defined below, from the Releasing Shipper under the Capacity Release Program.

30.1 Introduction

Permanent Release: Under the FTS-1, LFT, FTS-3, and EFBH Rate Schedules, Releasing Shipper will have the ability to permanently release its capacity, or any portion thereof.

Transporter is not required to but may choose to accept a bid at less than the rate provided for in Releasing Shipper's service agreement provided that (i) Releasing Shipper remits as an exit fee, a lump sum payment for the positive difference between the rate provided for in the Releasing Shipper's service agreement and the bid rate for the full term of the capacity release, or agrees to remain liable for any positive difference between the Releasing Shipper's contract rate and the bid rate for the full term of the capacity release, and (ii) when the Releasing Shipper's contract is at maximum tariff rates, Transporter and Replacement Shipper reach agreement on a mechanism permitting the periodic adjustment to the bid rate to reflect subsequent rate adjustments filed for and approved by the FERC. Upon such permanent release, except as provided for herein for releases at less than the Releasing Shipper's contract rates, Releasing Shipper is relieved to of its obligation to Transporter for payment of reservation charges and any surcharges to the reservation charge.

Temporary Release: Under the FTS-1, LFT, FTS-3, and EFBH Rate Schedules, Releasing Shipper will have the ability to temporarily release its capacity, or any portion thereof, for a term designated by Releasing Shipper not to exceed the term of its underlying Service Agreement. Upon such release, Releasing Shipper remains responsible to the Transporter only for payment of reservation charges and any surcharges to the reservation charge, in compliance with the underlying Service Agreement.

Releasing Shipper has the right to tender its capacity to Transporter to be released to potential Replacement Shippers. The release of capacity is a permanent or temporary release of capacity from specified receipt points to specified delivery points, for a designated term and rate.

30.2 Allocation Methods

All capacity available for release shall be allocated to the Replacement Shipper(s) based upon one of the following methods, as determined by Releasing Shipper:

- a) Highest Rate
- b) Highest Net Revenue
- c) Highest Present Value: Capacity shall be allocated to the Replacement Shipper(s) based upon the bid or combination of bids that represent the highest total present value, in accordance with the following formula:

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

Effective Date: 04/14/2003 Status: Effective
FERC Docket: RP03-307-000

Eighth Revised Sheet No. 95A Eighth Revised Sheet No. 95A : Effective
Superseding: Seventh Revised Sheet No. 95A

GENERAL TERMS AND CONDITIONS
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where: i = interest rate per month using the current
Commission interest rate as defined in 18
C.F.R. 154.501(d),
 n = term of the agreement, in months, and
 R = the rate bid on a monthly basis (the
reservation charge, if a two-part rate,
and the commodity rate, if a one-part
rate), and
 Q = the Quantity stated in Dth

In the event that bids of equal value exceed available capacity, the capacity shall be allocated by means of any non-discriminatory, objective standard designated by Releasing Shipper, and included in the Offer to Release Capacity (or, if no designation, then by means of a pro rata allocation).

- d) Shipper Designated Method: Capacity shall be allocated under an objective, non-discriminatory allocation methodology, applicable to all potential Replacement Shippers (which method is to be included in the Offer to Release Capacity).
- e) Shipper Pre-Arranged Deal: Capacity shall be allocated in accordance with an agreement negotiated between the Releasing Shipper and a third party ("Pre-Arranged Shipper"), subject to the Posting and Bidding Procedure, set forth in Section 30.7 herein, except that Pre-Arranged Deals at the maximum rates or above maximum rates if applicable pursuant to Section 30.9 (c) hereof are not required to be subject to the Posting and Bidding Procedure. The Pre-Arranged Shipper will be required to submit a bid to Transporter in accordance with the terms of its Pre-Arranged Deal with the Releasing Shipper.

30.3 Releases for Thirty-One (31) Days or Less

For a release of thirty-one (31) days or less, no Offer to Release Capacity (Section 30.4) shall be required, and no Posting and Bidding (Section 30.7) shall apply. However, a notice of capacity release award shall be posted pursuant to Section 30.6 (f). Potential Replacement Shippers will nevertheless be required to submit a Valid Bid to Transporter.

Effective Date: 04/14/2003 Status: Effective

FERC Docket: RP03-307-000

Eighth Revised Sheet No. 95B Eighth Revised Sheet No. 95B : Effective

Superseding: Seventh Revised Sheet No. 95B

GENERAL TERMS AND CONDITIONS
(continued)

30.4 Offer to Release Capacity

- a) During any period in which Releasing Shipper wishes to release its firm capacity under the Highest Rate, Highest Net Revenue, Highest Present Value Method, the Shipper Designated Method, or Shipper Pre-Arranged Deal hereunder, the following information relating to the availability of such capacity shall be posted on Transporter's Internet Website:

- 1) MAXDTQ available per day, in dekatherms, and the total release period quantity,
- 2) term of availability, and any rollover or evergreen provisions,
- 3) receipt and delivery points, and any restrictions which will be placed on the modifications of Primary Receipt and Primary Delivery Points,
- 4) rates,
- 5) whether and to what extent the capacity (under temporary release) will

be

- subject to recall, and the terms and conditions applicable to such right to recall or reput,
- 6) the method under which capacity is to be allocated, and, if highest present value is to be utilized, the current interest rate as defined in 18 C.F.R. 154.501(d),
 - 7) the party to contact,
 - 8) the method by which ties will be broken,
 - 9) If minimum conditions are to be disclosed during the open season, any minimum conditions concerning the rate, term, or volume that the Releasing Shipper is willing to accept, including whether bids based on a one-part, volumetric rate will be accepted and, if so, a) the method for evaluating one-part rate bids vis-a-vis two-part rate bids, and b) any special conditions;
 - 10) whether the Releasing Shipper is willing to accept contingent bids that extend beyond the open season, and the terms and conditions whether, or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity if the contingency does not occur,
 - 11) the date when bids and executed Service Agreements must be submitted,
 - 12) whether the release is permanent or temporary,
 - 13) whether the release is a re-release, and
 - 14) other special terms or conditions, if any.

- b) With respect to Pre-Arranged Deals, the following information must also be posted on Transporter's Internet Website:

- 1) name of Releasing Shipper
- 2) the criteria by which Transporter will evaluate the best bid for third-party bids; and
- 3) the method for allocating capacity in the event of tie bids where Pre-Arranged Shipper declines to match a higher third party bid.

Effective Date: 07/01/2003 Status: Effective
FERC Docket: RP03-360-001

Substitute Ninth Revised Sheet No. 95C Substitute Ninth Revised Sheet No. 95C : Effective
Superseding: Eighth Revised Sheet No. 95C

GENERAL TERMS AND CONDITIONS
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Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled). All Transportation Service Providers (TSPs) should support the following recall notification periods for all released capacity subject to recall rights:

(i) Timely Recall Notification:

- and the
due;
no
- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);

(ii) Early Evening Recall Notification:

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

(iii) Evening Recall Notification:

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

(iv) Intraday 1 Recall Notification:

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

(v) Intraday 2 Recall Notification:

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

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For recall notification provided to the TSP prior to the recall notification deadline specified in NAESB WGQ Standard No. [5.3.44] and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after

receipt of such recall notification (Central Clock Time). Intraday capacity recalls of scheduled released capacity will be allocated between the Releasing Shipper and the Replacement Shipper using Elapsed Pro-rata Capacity (EPC). Releasing Shipper's reput rights shall be as set forth in the Offer to Release Capacity, and the Releasing Shipper shall provide the reput Notice to the Transporter by 8:00 a.m. for the Timely Nomination cycle. Such Recall or Reput shall be subject to the Additional Recall and Reput Provisions in Section 30.8(g) of Transporter's FERC Gas Tariff.

Effective Date: 07/01/2003 Status: Effective
FERC Docket: RP03-360-001

Eighth Revised Sheet No. 95D Eighth Revised Sheet No. 95D : Effective
Superseding: Seventh Revised Sheet No. 95D

GENERAL TERMS AND CONDITIONS
(continued)

30.6 Open Bids/ Withdrawal of Bids

- a) Open Bids - The bidding process shall be open.
- 1) During the open season and bid submittal periods, all valid bids will be posted listing all pertinent terms and conditions of the valid bids without posting bidders' names.
- 2) A bidder may not have more than one bid submitted for a given package of released capacity at the same time, except that it may withdraw a bid as specified below.
- 3) There will be no extensions of the original bid period or the pre-arranged deal match period.
- b) Withdrawal of Bids
- 1) A bidder may withdraw a bid for the released capacity up to: (i) the close of the open first season or bid submittal period or (ii) the time that capacity is allocated, whichever occurs.
- 2) Once a bidder has withdrawn its bid, the bidder may only submit a new bid for that released capacity at a higher rate.
- 3) Bids are binding until written or electronic notice of withdrawal is received by Transporter.
- c) Valid Bids: In order to be valid, a bid must include a completed bid form and an executed firm transportation service agreement (Transportation Service Agreement-Form D, which includes within electronically executed) which conforms with the Offer to Release Capacity and is submitted prearranged the required time period for such Offer to Release Capacity. Invalid bids will be rejected. Any Pre-Arranged Shipper acquiring capacity through capacity release which confirms a for the transaction and any Replacement Shipper which submits a bid for posted capacity will, by confirmation or entering a bid, respectively, automatically enter into a service agreement service set out in the posting of the prearranged transaction or in the bid, respectively, effective upon the respective confirmation or award of such capacity.
- d) Open Season Periods: Bids for available capacity under the highest rate, highest net revenue, highest present value allocation method or, if applicable, the Shipper Designated Method, will be accepted for, at a minimum, the open season periods stated in Section 30.5. minimum open However, for capacity releases for a term of thirty-one (31) days or less there is no season.

Substitute Ninth Revised Sheet No. 95E Substitute Ninth Revised Sheet No. 95E : Effective
Superseding: Eighth Revised Sheet No. 95E

GENERAL TERMS AND CONDITIONS
(continued)

e) Bid Evaluation: Transporter will evaluate and rank all bids in all situations in accordance with the allocation methodology specified by the Releasing Shipper in the Offer to Release Capacity. Transwestern will accept and process uploads of capacity release bids from potential acquiring shipper(s) (or its authorized third party service provider), provided the bid is time-stamped as leaving control of the bidder no later than the applicable deadline in accordance with Section 30.5 and is received by Transwestern at its designated site no later than fifteen (15) minutes after the deadline. Such timely bid, if determined to be valid, should be evaluated by Transwestern for the purpose of identifying the winning bidder associated with the Offer upon which the bid was made. The evaluation period will end in accordance with Section 30.5.

f) Award Posting:

(1) Transporter will communicate the award of Released Capacity and will issue the contract in accordance with Section 30.5; provided however, in the event of a non-biddable Pre-Arranged Deal, then Transporter will post the award of Released Capacity in accordance with Section 30.7 below.

(2) Transporter shall post the following information regarding each transaction on its Internet Website for a period of seven (7) days: i) term, ii) price(s) as bid (including, if applicable, net present value per unit), iii) Primary Receipt and Delivery Points and restrictions on modifications to Primary Receipt and Delivery Points, iv) MAXDTQ, v) the names of the Releasing Shipper and Replacement Shipper, vi) whether the Replacement Shipper is an affiliate of either Transporter or Releasing Shipper, vii) whether and to what extent the capacity is subject to recall, viii) if capacity is recallable, then the contact information for the Replacement Shipper, ix) other special terms and conditions, if any, and x) any minimum conditions provided by the Releasing Shipper but not disclosed in the Offer to Release Capacity. Irrespective of when the Notice of Completed Transaction is posted, service shall commence once capacity has been awarded and a service agreement has been executed by both parties.

30.7 Posting and Bidding Procedure for a Pre-Arranged Deal

When capacity is released under a Pre-Arranged Deal, the Posting and Bidding procedure set forth in this section shall apply and the terms of such deal shall be posted on Transporter's Internet Web Site. In addition, Transporter will provide a copy of the Pre-Arranged Deal to any requesting party within one business day.

a) The limitation of the Posting and Bidding Procedure: There shall be no posting and bidding procedures for the following non-biddable pre-arranged deals: (A) contracts with terms of thirty-one (31) days or less, unless Releasing Shipper provides otherwise: or, (B) releases for one year or more at the maximum rate. The award posting and time lines for a non-biddable pre-arranged deal shall be according to the following guidelines:

Timely Cycle

- 1) posting of prearranged deals not subject to bid are due by 10:30 A.M.;
- 2) contract issued within one hour of award posting (with a new contract number, when

applicable);
of the 3) nomination possible beginning at the next available nomination cycle for the effective date
contract. (Central Clock Time)

Evening Cycle

1) posting of prearranged deals not subject to bid are due by 5:00 P.M.
2) contract issued within one hour of award posting (with a new contract number, when
applicable);
of the 3) nomination possible beginning at the next available nomination cycle for the effective date
contract. (Central Clock Time)

Intraday 1 Cycle

1) posting of prearranged deals not subject to bid are due by 9:00 A.M.;
2) contract issued within one hour of award posting (with a new contract number, when
applicable);
of the 3) nomination possible beginning at the next available nomination cycle for the effective date
contract. (Central Clock Time)

Intraday 2 Cycle

1) posting of prearranged deals not subject to bid are due by 4:00 P.M.;
2) contract issued within one hour of award posting (with a new contract number, when
applicable);
of the 3) nomination possible beginning at the next available nomination cycle for the effective date
contract. (Central Clock Time)

Tenth Revised Sheet No. 95F Tenth Revised Sheet No. 95F : Effective
Superseding: Ninth Revised Sheet No. 95F

GENERAL TERMS AND CONDITIONS
(continued)

for All releases more than 31 days or less than one year, prearranged or otherwise, must be posted
bidding.

b) Third Party Bid: For contract terms of more than thirty-one (31) days, but less than one year,
any third party may submit a bid for the released capacity by offering a better bid than the posted
bid for said capacity. Third party bids will be accepted in accordance with Section 30.5.

For contract terms of one year or more, any third party may submit a bid for the released
capacity by offering a better bid than the posted bid for said capacity, with rates not to exceed the
maximum rate which may be collected by Transporter. Third party bids will be accepted in accordance with
Section 30.5. The minimum open season is three business days. Evaluation period will be in accordance
with Section 30.5.

c) Third Party Obligation: Any third party bid shall be identical to the Pre-Arranged Deal,
excluding those terms which are subject to bidding as set forth in the offer to Release Capacity. Such
bid shall be subject to a Posting and Bidding procedure by the Pre-Arranged Shipper.

d) Bid Evaluation: Subject to the Pre-Arranged Shipper's Posting and Bidding procedure, capacity
shall be allocated to such third party (or parties, if the winning bids are for portions of the total
Releasing capacity available) submitting the best bid, as determined by Transporter, based upon the
more Shipper's criteria. In the event two or more third parties submit equivalent best bids, as
to determined by Transporter, based upon the Releasing Shipper's criteria and such bids are for
than the total available capacity, the capacity shall be allocated by means of any non-
discriminatory, objective standard designated by Releasing Shipper, and included in the Offer
Release Capacity (or, if no designation, then by means of a pro rata allocation).

e) Pre-Arranged Shipper Posting and Bidding procedure: In the event a third party(ies) submits a
better bid than the Pre-Arranged Shipper, Transporter shall communicate, in accordance with Section
30.5, to the Pre-Arranged Shipper, that a third party(ies) has submitted a better bid. The Pre-Arranged
Section Shipper shall have the right to match said offer during the minimum time period set forth in
30.5.

If the Pre-Arranged Shipper chooses to match the better bid, then Transporter shall allocate
said capacity to the Pre-Arranged Shipper. In the event the Pre-Arranged Shipper declines to match
the better bid, the Pre-Arranged Shipper shall have no further right to said capacity, and
Transporter shall assign said capacity to the successful bidding third party(ies).

The award shall be posted and the contract issued in accordance with Section 30.5.

Effective Date: 10/01/2002 Status: Effective
FERC Docket: RP02-422-000

Seventh Revised Sheet No. 95G Seventh Revised Sheet No. 95G : Effective
Superseding: Substitute Sixth Revised Sheet No. 95G

GENERAL TERMS AND CONDITIONS
(continued)

30.8 Additional Provisions

- a) Direct Postings: If a Releasing Shipper/Bidder directly posts an Offer to Release Capacity/Bid on Transporter's Internet Website, such Offer/Bid shall be subject to certain corrections by Transporter for errors discovered upon Transporter's review of such Offer/Bid. Transporter shall have the right to amend any Offer/Bid found to be incorrect after Transporter verifies such Offer/Bid within twenty-four (24) hours of the posting of such Offer/Bid. Transporter shall notify Releasing Shipper/Bidder prior to amending any such Offer/Bid.
- b) Service Agreement Amendments: No amendments may be made to the Service Agreement except that: 1) a Replacement Shipper, to the extent not restricted under the terms of its Service Agreement, shall have the same right to change Primary Receipt and Delivery Points as any other FTS-1, LFT, FTS-3 or EFBH Shipper; and 2) upon mutual agreement of the Releasing Shipper and the Replacement Shipper, the Transportation Service Agreement (Form D) will be terminated by Transporter.
- c) Marketing of Released Capacity: Transporter shall have no obligation to market any capacity available to be released by Releasing Shipper; however, Transporter may agree to market capacity for Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service ("Marketing Fee").
- d) Nominations and Scheduling: Any Replacement Shipper will nominate directly to Transporter according to the terms and conditions of this Tariff regarding daily nominations and scheduling of service and receipt and delivery of gas.

Effective Date: 04/14/2003 Status: Effective
FERC Docket: RP03-307-000

Eighth Revised Sheet No. 95H Eighth Revised Sheet No. 95H : Effective
Superseding: Substitute Seventh Revised Sheet No. 95H

GENERAL TERMS AND CONDITIONS
(continued)

- e) **Billing:** For any releases of capacity (primary, secondary, or subsequent), Transporter shall directly bill the Replacement Shipper the negotiated rate for the released capacity, as well as any applicable usage charges and penalties which may be assessed on such transaction. The Replacement Shipper shall pay such amounts directly to Transporter in accordance with the requirements of the FTS-1, LFT, FTS-3 and EFBH Rate Schedules and Transporter shall apply such amounts first to the reservation charge(s) due for Transportation service and then to any reservation surcharges(s) (if applicable), including late charges related solely to such reservation charge(s), then to any penalty due, then to usage charges, and finally to late charges not related to any reservation charge(s) due. The Releasing Shipper will be billed for and shall pay to Transporter any negotiated Marketing Fee plus the difference between the Transporter's applicable rates under the Releasing Shipper's Service Agreement and the negotiated rates billed to the Replacement Shipper, subject to Section 30.9(f). In the event that the Replacement Shipper's as-billed rate exceeds the Releasing Shipper's applicable rate, the difference shall, at the Releasing Shipper's discretion, either be credited by Transporter to the Releasing Shipper's account with Transporter, or be refunded. Any amounts credited shall be limited to reservation charge revenues received from the Replacement Shipper pursuant to the Replacement Shipper's Service Agreement with Transporter. If a refund is elected by the Releasing Shipper, Transporter shall make such refund by wire transfer within ten days of its receipt of final payment from the Replacement Shipper, together with interest computed in the manner set forth in Section 7.2 of these General Terms and Conditions.
- f) **Termination for Non-payment:** Should Replacement Shipper not make full payment of all amounts billed to it by Transporter within 10 days of the date of any invoice, Transporter shall notify the Replacement Shipper in writing, with a courtesy copy to Releasing Shipper, advising that if default continues for a thirty day period from such invoice date, the Service Agreement may be terminated; provided however, Replacement Shipper may avoid termination by providing Transporter with good and sufficient indemnity bond. If Replacement Shipper fails to cure or remedy non-payment within such thirty day period, the Service Agreement between Transporter and the Replacement Shipper may be terminated at the discretion of Transporter or Releasing Shipper, and Releasing Shipper shall immediately be able to again release such capacity under these procedures.

Fourth Revised Sheet No. 95I Fourth Revised Sheet No. 95I : Effective
Superseding: Substitute Third Revised Sheet No. 95I

GENERAL TERMS AND CONDITIONS
(continued)

30.9 General Terms and Conditions

- a) Priority: All released capacity will have priority over the Transporter's interruptible services.
- b) Alternate Points: Alternate Receipt Points and Alternate Delivery Points may be utilized by a Replacement Shipper as described in Section 22 of the General Terms and Conditions of this Tariff.
- c) Rates: Releasing Shipper cannot release capacity for an effective price less than Transporter's minimum rates nor more than Transporter's just and reasonable maximum rates, as set forth in Transporter's current FERC Gas Tariff. The maximum rate that may be charged for capacity released is the maximum firm rate which may be charged by Transporter for such transportation, plus Transport Fuel and all applicable surcharges.

In the event a Releasing Shipper elects to accept bids containing a one-part rate, such rate shall include the Reservation Charge, any reservation surcharges, and the Usage charges. Bidders may only bid on the Reservation Charge and the reservation surcharges (herein referred to as the "One-part Rate Bid"). The Usage Charges include the currently effective commodity charge plus any applicable surcharges. The maximum One-part Rate Bid must be calculated using the projected applicable load factor underlying Transporter's current rates and the following formula:

$$\text{One-part Rate Bid} = (\text{Reservation Charge}/\text{Load Factor})$$

where: Reservation Charge = Currently effective reservation charge, and

$$\text{Load Factor} = 100\%$$

Such Reservation Charges and Usage Charges will be set forth in Transporter's current FERC Gas Tariff, and must comply with Section 284.8 of the Commission's Regulations.

Releasing Shipper may specify dollars and cents or percentages of the maximum tariff rate in the denomination of bids.

Maximum and minimum rates specified by the Releasing Shipper must include the Reservation Charge and all demand surcharges.

- d) Secondary/Subsequent Releases: Replacement Shipper, and any third parties receiving capacity rights from any Replacement Shipper, will be authorized or permitted to release the capacity to other third parties only under the same set of conditions described herein, i.e., any Replacement Shipper will be considered the Releasing Shipper for purposes of subsequent assignments of capacity, and any third party receiving such capacity in such transactions will be considered the Replacement Shipper.

Effective Date: 04/14/2003 Status: Effective
FERC Docket: RP03-307-000

Fifth Revised Sheet No. 95J Fifth Revised Sheet No. 95J : Effective
Superseding: Substitute Fourth Revised Sheet No. 95J

GENERAL TERMS AND CONDITIONS
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- e) Creditworthiness: Qualification for Participation in the Capacity Release Program - Any potential Replacement Shipper that wishes to acquire released capacity under the Capacity Release Program must satisfy the creditworthiness requirements contained in Section 13 of the General Terms and Conditions of this Tariff by pre-qualifying prior to submitting a bid for capacity. Upon pre-qualification, Transporter shall continue to review potential Replacement Shipper's financial records and other sources of public information for creditworthiness. Transporter shall have the right to amend a potential Replacement Shipper's line of credit from time to time and thereby lower or increase the quantity and term for which potential Replacement Shipper is qualified to submit future bids for released capacity. A potential Replacement Shipper cannot bid for released capacity which exceeds its qualified level of creditworthiness. Notwithstanding the determination of creditworthiness, Transporter does not guarantee the payment of any outstanding amounts by a Replacement Shipper.
- f) Shipper Liability: In the event capacity is temporarily released hereunder, liability for payment of reservation charges and any surcharges applicable to the reservation charge will remain with the Releasing Shipper. If the Releasing Shipper permanently releases capacity hereunder, Transporter will relieve said Releasing Shipper from its obligations under its Service Agreement, if (1) the release is at or above the rates provided for under (and for the remaining term of) Releasing Shipper's Service Agreement or, (2) the release is at less than rates provided for in Releasing Shipper's Service Agreement and the Releasing Shipper remits as an exit fee, a lump sum payment for the positive difference between the Releasing Shipper's contract rate and the bid rate for the full term of the capacity release, and, when the Releasing Shipper's contract is at maximum tariff rates, the Replacement Shipper and Transporter reach agreement on a mechanism permitting the periodic adjustment to the bid rate to reflect subsequent rate adjustments filed for and approved by the FERC. The Replacement Shipper and any of its subsequent assignees shall be responsible for any amounts billed to them under Section 30.8(e) of this Tariff, but shall not be responsible for any other amounts billed to the Releasing Shipper.
- g) Transporter's Right to Terminate a Temporary Capacity Release: Transporter may elect to terminate a Replacement Shipper's Service Agreement, upon 30 days written notice to the Replacement Shipper, under the following conditions:
- (i) The Releasing Shipper has failed to maintain creditworthiness in accordance with Rate Schedule FTS-1 and Section 13 and this Section 30 of the General Terms and Conditions of this Tariff;
 - (ii) Transporter has terminated the Releasing Shipper's Service Agreement in accordance with Sections 13 and 16 of the General Terms and Conditions of this Tariff; and
 - (iii) The rate stated in the effective Replacement Shipper's Service Agreement is less than the Releasing Shipper's contract rate.
- The Replacement Shipper may avoid termination of the Temporary Capacity Release if, prior to the end of the 30-day notice period, the Replacement Shipper agrees that, beginning the first day after the end of the 30-day notice period, it will pay the lower of (1) the former Releasing Shipper's contract rate, or (2) the maximum applicable Reservation and Commodity rates as stated in this tariff for the applicable service for the remainder of the Replacement Shipper's contract term.
- h) Term Limitation: The term of any agreement providing for the release of capacity cannot extend beyond the term of the underlying Service Agreement. Released capacity may be allocated with a future effective date.

Effective Date: 04/14/2003 Status: Effective
FERC Docket: RP03-307-000

Seventh Revised Sheet No. 95K Seventh Revised Sheet No. 95K : Effective
Superseding: Sixth Revised Sheet No. 95K

GENERAL TERMS AND CONDITIONS
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- i) Refunds: Releasing Shipper and any Replacement Shipper must track any changes in Transporter's rates approved by the Commission. In the event the Commission orders refunds of any such rates charged by Transporter and previously approved, Transporter and/or Releasing Shipper, as the case may be, must make corresponding refunds to such Releasing Shipper or any Replacement Shipper, to the extent that Releasing Shipper or Replacement Shipper(s) has paid a rate in excess of Transporter's just and reasonable, applicable maximum rates, unless otherwise specified by the terms of the release.
- j) Conditions: Releasing Shipper and any Replacement Shipper are authorized to impose reasonable, nondiscriminatory conditions upon the release of their capacity on Transporter's system. Such conditions must not be inconsistent with Transporter's FERC Gas Tariff and the Service Agreement between the Releasing Shipper and Transporter or Replacement Shipper and Transporter.
- k) Rollover Limitations: A Releasing Shipper may re-release to the same Replacement Shipper for a term of thirty-one (31) days or less at rates less than the applicable maximum rates if either: 1) a period of twenty-eight (28) days has elapsed after the first release for thirty-one (31) days or less has expired or 2) an Offer to Release Capacity has been posted, and capacity has been allocated to the shipper submitting the best bid. A Releasing Shipper may not re-release (without a twenty-eight day waiting period) to the same Replacement Shipper for a term of thirty-one (31) days or less at maximum rates or above the maximum rates, if applicable pursuant to Section 30.9 (c) hereof unless the subject capacity is posted pursuant to Section 30.7. An agreement for capacity to be released at less than maximum rates for a term of thirty-one (31) days or less shall not contain an evergreen provision and may not be rolled over for any additional time period.

Effective Date: 04/14/2003 Status: Effective

FERC Docket: RP03-307-000

Ninth Revised Sheet No. 95L Ninth Revised Sheet No. 95L : Effective

Superseding: Eighth Revised Sheet No. 95L

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(continued)

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transaction is
the
conditions of
- Program
and
- its
Releasing
contracted
movement
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temporary
- 1) Capacity Release Timeline: The Capacity Release timeline as described herein is applicable to all parties involved in the Capacity Release process; however, it only applicable if: (1) all information provided by the parties to the valid and the Replacement Shipper has been determined to be creditworthy before capacity release bid is tendered; and (2) there are no special terms or the release.
- m) Service for the Replacement Shipper under Transporter's Capacity Release shall be in accordance with the terms and conditions of the FTS-1, LFT, FTS-3 EFBH Rate Schedules of Transporter's FERC Gas Tariff and Replacement Shipper's Service Agreements.
- n) A Replacement Shipper may submit changes to its primary points consistent with FTS-1 Service Agreement, its contract demand, the terms of the Offer by the Shipper and subject to available capacity. If a Replacement Shipper has for a temporary Capacity Release, and the Releasing Shipper has limited the of the primary points, then the Replacement Shipper must submit dual requests changes: one for the point change that it is requesting and a second where the primary points of the Releasing Shipper are requested at the end of the Capacity Release.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97- 18-003

Third Revised Sheet No. 95M-95P Third Revised Sheet No. 95M-95P : Effective
Superseding: Second Revised Sheet No. 95M

Notice is given that Sheet 95M through Sheet 95P of Transwestern's
FERC Gas Tariff, Second Revised Volume No. 1 are hereby canceled.

Effective Date: 07/10/1995 Status: Effective

FERC Docket: RP95-356-000

3rd Revised Sheet No. 95N 3rd Revised Sheet No. 95N : Superseded
Superseding: 2nd Revised Sheet No. 95N

Capacity Release Time Line for releases of more than thirty-one (31) days to three months.

Tenth Revised Sheet No. 95B.01 Tenth Revised Sheet No. 95B.01 : Effective
Superseding: Ninth Revised Sheet No. 95B.01

GENERAL TERMS AND CONDITIONS
(continued)

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- c) Any Releasing Shipper offering capacity for Capacity Release will, by electronically capacity or by having Transporter electronically post capacity, automatically enter into an amendment to Shipper's underlying contract, subject to procedures set out in Section 18.6 of these General Terms and Conditions. Such amendment shall take effect only upon the confirmation of a prearranged transaction or upon the award of such capacity.
- Transporter's
information
With
request a
Shipper
- d) The information set forth in the Offer to Release Capacity shall be posted on Internet Website by the Releasing Shipper, or by Transporter if requested by Releasing Shipper. Transporter shall only post completed Offers to Release Capacity. Such information shall be posted in accordance with the minimum time periods set forth in Section 30.5. With respect to Offers to be posted by Transporter, Transporter shall post any such Offer upon receipt, unless the Releasing Shipper requests otherwise. The Releasing Shipper may request a posting time consistent with the time lines set forth in Section 30.5. A Releasing Shipper shall separately provide to Transporter any minimum conditions that are not to be disclosed in the Offer to Release Capacity.
- e) Transporter shall post on its Internet Website the following information in the Offer to Release Capacity:
- 1) the maximum reservation rate (including demand-type surcharges) specifically applicable to the shipper's capacity being released,
 - 2) the date and time by which bids must be submitted under the applicable allocation method,
 - 3) the date and time the notice is posted on the Internet Website and
 - 4) latest date and time capacity will be awarded in accordance with the time lines set forth in this Section 30.
- received by
respective
- Transwestern will accept and process uploads of capacity release offers from releasing shipper(s) (or its authorized third party service provider), provided the offer is received by Transwestern at its designated site no later than fifteen (15) minutes prior to the respective deadline in NAESB Standards (posting deadline for an Offer to Release Capacity). Such received offer, if determined to be valid, should be posted as an Offer and should be available for bidding in accordance with Section 30.5.
- bid
Shipper
Offer
received by
- f) Withdrawal of Offer to Release Capacity: The Releasing Shipper may withdraw or cause Transporter to withdraw the Offer to Release Capacity up to the close of the applicable bid submission period; provided, however, withdrawal will be allowed only if the Releasing Shipper has an unanticipated requirement for the capacity and no minimum bid has been made. An Offer to Release Capacity is binding until written or electronic notice of withdrawal is received by Transporter.
- the
the
Shipper)
other
- g) Recall of Temporarily Released Capacity: A Releasing Shipper has the right to utilize the standard tariff method as defined below or a Releasing Shipper has the right to define the condition(s) precedent that will result in a recall and reup (return to Replacement of capacity subject to a Temporary Release by specifying such conditions in the Offer to Release Capacity. The Releasing Shipper has no right to recall the released capacity, other than any rights set forth in the Offer to Release Capacity. This released capacity is

the
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notification of
Releasing
or
Shipper
the

recallable in whole or in part at the discretion of the Releasing Shipper. It shall be Replacement Shipper's responsibility to verify if the Releasing Shipper is adhering to conditions in the Offer to Release Capacity. At the end of the recall period, the recalled reverts (reputs) back to the Replacement Shipper in whole or in part. The terms conditions of any recall rights shall not be inconsistent with the terms and conditions Releasing Shipper's existing service agreement with Transporter nor the provisions of Transporter's FERC Gas Tariff. Transporter shall continue to apply all tariff provisions the Shipper of record until notified of a recall or notified of the termination of such and shall change the Shipper of record on a prospective basis only after proper a change. Transporter has the right to rely on a Releasing Shipper's notice and a Shipper shall defend and indemnify Transporter against any claims, losses, liabilities, expense (including reasonable attorney's fees) resulting from claims by any Replacement that released capacity was not recalled in accordance with the recall rights specified in Offer to Release Capacity.

GENERAL TERMS AND CONDITIONS
(continued)

30.5 Minimum Time Periods for Biddable Released Capacity

The following are the minimum time periods for biddable Released Capacity based on the term for which that capacity is released. The offers may be posted for any longer periods of time.

- (i) For biddable releases (less than 1 year):
 - (a) offers should be tendered by 12:00 P.M. on a Business Day;
 - (b) 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);
 - (c) evaluation period ends and award posting if no match required at 2:00 P.M.;
 - (d) match or award is communicated by 2:00 P.M.;
 - (e) match response by 2:30 P.M.;
 - (f) where match required, award posting by 3:00 P.M.;
 - (g) 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)

- (ii) For biddable releases (1 year or more):
 - (a) offers should be tendered by 12:00 P.M. four Business Days before award;
 - (b) 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);
 - (c) evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken;
 - (d) evaluation period ends and award posting if no match required at 2:00 P.M.;
 - (e) match or award is communicated by 2:00 P.M.;
 - (f) match response by 2:30 P.M.;
 - (g) where match required, award posting by 3:00 P.M.;
 - (h) 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)

Effective Date: 07/01/2002 Status: Effective
FERC Docket: RP02-236-001

Sub. Second Revised Sheet No. 95H.01 Sub. Second Revised Sheet No. 95H.01 : Effective
Superseding: 1st Revised Sheet No. 95H.1

GENERAL TERMS AND CONDITIONS
(continued)

g) Additional Provisions for Recall and Reput of Released Capacity:

Releasing

The Releasing Shipper shall submit the Releasing Shipper's Recall or Reput Notification to Transporter using Transporter's electronic bulletin board in accordance with the timeline in Section 30.4(g) of Transporter's tariff.

Shipper shall adhere to recall and reput deadlines.

Recall that

Notification by Transporter to all affected Replacement Shippers for each is processed shall be through direct notice using Internet E-mail or direct notification to Shipper's internet URL address. Shipper is responsible for

providing

current addresses to Transporter. Failure of Shipper to maintain current

addresses on

file with Transporter will relieve Transporter of this obligation.

Third Revised Sheet No. 95B.1 Third Revised Sheet No. 95B.1 : Effective
Superseding: Second Revised Sheet No. 95B.1

GENERAL TERMS AND CONDITIONS
(continued)

- c) The information set forth in the Offer to Release Capacity shall be posted on Transporter's electronic bulletin board by the Releasing Shipper, or by Transporter if requested by Releasing Shipper. Transporter shall only post completed Offers to Release Capacity. Such information shall be posted in accordance with the minimum time periods set forth in Section 30.5. With respect to Offers to be posted by Transporter, Transporter shall post any such Offer upon receipt, unless the Releasing Shipper requests otherwise. The Releasing Shipper may request a posting time consistent with the time lines set forth in Section 30.5. A Releasing Shipper shall separately provide to Transporter any minimum conditions that are not to be disclosed in the Offer to Release Capacity.
- d) Transporter shall post on its electronic bulletin board the following information in the Offer to Release Capacity:
- 1) the maximum reservation rate (including demand-type surcharges) applicable to the capacity being released,
 - 2) the date and time by which bids must be submitted under the applicable allocation method,
 - 3) the date and time the notice is posted on the electronic bulletin board, and
 - 4) latest date and time capacity will be awarded in accordance with the time lines set forth in this Section 30.

Transwestern will accept and process uploads of capacity release offers from releasing shipper(s) (or its authorized third party service provider), provided the offer is received by Transwestern at its designated site by 12:45 p.m. CCT on a Business Day. Such received offer, if determined to be valid, should be posted as an Offer and should be available for bidding by 1:00 p.m. CCT (the normal posted-by deadline and start of bidding time) on that Business Day or the Releasing Shipper's specified Business Day, (if later than the received Business Day).

- e) **Withdrawal of Offer to Release Capacity:** The Releasing Shipper may withdraw or cause Transporter to withdraw the Offer to Release Capacity up to the close of the applicable bid submittal period; provided, however, withdrawal will be allowed only if the Releasing Shipper has an unanticipated requirement for the capacity and no minimum bid has been made. An Offer to Release Capacity is binding until written or electronic notice of withdrawal is received by Transporter.
- f) **Recall of Released Capacity:** Subject to the terms of the release, the Releasing Shipper may recall released capacity effective for a gas day by providing notice to Transporter and the Replacement Shipper no later than 8 a.m. Central Clock Time on the day of nomination for such gas day. No partial day recalls of released capacity will be permitted. Releasing Shipper's reput rights shall be as set forth in the Offer to Release Capacity.

Effective Date: 06/06/1994 Status: Effective

FERC Docket: RP94-234-000

1st Revised Sheet No. 95H.1 1st Revised Sheet No. 95H.1 : Effective
Superseding: Original Sheet No. 95H.1

GENERAL TERMS AND CONDITIONS
(continued)

Effective June 1, 1994, the information found on Sheet No. 95H.1 has been deleted and Sheet No. 95H.1 is hereby canceled.

31. DISCOUNTING

From time to time Shipper and Transporter 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, Transwestern may provide a specific discounted rate:

- (1) to certain specified quantities under the Service Agreement;
- (2) if specified quantity levels are actually achieved or with respect to quantities below a specified level;
- (3) to production reserves committed by the Shipper;
- (4) during specified time periods;
- (5) to points of receipt, points of delivery, supply areas, transportation paths or defined geographical areas; or
- (6) 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).
- (7) 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 Transwestern'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.

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

Effective Date: 10/15/2000 Status: Suspended
FERC Docket: RP00-249-001

Substitute Original Sheet No. 97 Substitute Original Sheet No. 97 : Suspended
Superseding: Original Sheet No. 97

32. ACQUISITION OF FIRM CAPACITY ON OTHER PIPELINES

Transporter may contract for gas transportation service on Public Service Company of New Mexico for use in providing firm transportation service under this tariff. The cost incurred for acquisition of such service shall be separately recorded in Account No. 858. Transporter is at risk for recovery of the costs associated with the acquisition of such service.

Effective Date: 08/01/2001 Status: Effective

FERC Docket: RP01-475-000

First Revised Sheet No. 97 First Revised Sheet No. 97 : Effective
Superseding: 2 Substitute Original Sheet No. 97

32. OFF-SYSTEM SERVICES

From time to time, Transporter may enter into transportation and/or storage agreements with other third party entities. In the event that Transporter acquires capacity on a third party entity, Transporter will use such capacity to render service to Shippers on the acquired capacity pursuant to Transporter's FERC Gas Tariff and subject to Transporter's approved rates, as such tariff and rates may change from time to time. For use of the capacity which Transporter has acquired on third party facilities, the "shipper must hold title" requirement is waived on the acquired capacity.

Effective Date: 01/03/2003 Status: Effective
FERC Docket: RP03-186-000

Second Revised Sheet No. 98 Second Revised Sheet No. 98 : Effective
Superseding: First Revised Sheet No. 98

33. Capacity Segments

Transporter's currently effective rate and fuel charges set forth on sheet Nos. 5A, 5A.01, 5A.02 and 5A.03 establish the available capacity segments on Transporter's system. Shippers may contract for one or more of these segments on a single contract or may elect to contract for each segment on a separate agreement. A shipper's election to contract for segments on separate agreements need not be made until after the capacity is awarded and will not effect the valuation of a shipper's bid in any bid evaluation process set forth in Section 24. A shipper that separately contracts for capacity segments may release capacity segments pursuant to the provisions of Section 30.

Nothing herein prevents a Shipper from nominating capacity segments with a backhaul and a forwardhaul to the same delivery point at the same time where such backhaul transactions can be performed by displacement, and provided further that such nominations are subject to the scheduling priorities set forth in Section 22 and the rate provisions set forth in Section 3.1 of the FTS-1 Rate Schedule.

A shipper may at any time and at the shipper's option, aggregate or disaggregate capacity segments through contract amendments. A shipper's election to segment an existing agreement into multiple agreements will not alter a shipper's total contractual rate or any revenue obligation under the existing agreement. To the extent a contract is disaggregated into segmented contracts, Transporter shall bill the reservation portion of shipper's rate on the existing agreement and the commodity portion of shipper's rates on the new capacity segment agreements.

Substitute Original Sheet No. 99 Substitute Original Sheet No. 99 : Suspended

34. IMBALANCE NETTING AND TRADING.

Imbalances accruing on different contracts between a third party (Company) and Transporter may be offset by netting and trading.

Imbalance netting and trading activity shall follow the steps outlined below.

- (i) To the extent the Company has multiple points at which an imbalance accrues, the monthly imbalances held by a single legal entity shall be subject to the applicable transportation charge and fuel percentage and accumulated and netted within the same location prior to applying the applicable index price as set forth in the provisions regarding index price in Form N of this tariff and calculating the imbalance dollar valuation.
- (ii) By the ninth (9th) business day of the month, Transporter will automatically post on its EBB the Company's dollar valued imbalances.
- (iii) A Company may negotiate with other Companies to trade the existing dollar imbalances. This trading will occur only between Companies (Transporter will not be involved).
- (iv) All Companies will have until the close of the 17th business day of the month to complete dollar imbalance trading.
- (v) Companies must notify Transporter prior to the close of the 17th business day via fax or e-mail of the dollars traded and the trading partners (all Companies involved in the trade must notify Transporter of the intent and amount traded).
- (vi) Imbalance netting and trading will be completed at no additional cost to the Company.
- (vii) After close of the 17th business day of the month, Transporter will calculate the Company's final dollar imbalance. Any remaining dollar imbalances net of trading will be subject to the applicable imbalance valuation provisions outlined above and due and payable by the 20th business day of the month. Interest shall accrue on the dollar value of the Imbalance from such date due until the date of payment, at the interest rate set forth in 18 CFR 154.501(d)(1), as may be amended from time to time.
- (viii) Any discrepancies between trading Company's imbalance trade notifications to Transporter will result in the trade not being confirmed and the dollars remaining as an imbalance to both Companies which will be subject to the applicable imbalance valuation provisions outlined above.

Effective Date: 05/01/2001 Status: Suspended
FERC Docket: RP01- 56-000
Sheet No. 99 Sheet No. 99 : Suspended

Sheet Nos. 99 through 104 are Reserved for Future Use

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

First Revised Sheet No. 99 First Revised Sheet No. 99 : Effective
Superseding: Original Sheet No. 99

34. IMBALANCE NETTING AND TRADING - OPERATOR BALANCING AGREEMENTS

Imbalances accruing on different contracts between a third party (Company) and Transporter may be offset by netting and trading.

Imbalance netting and trading activity shall follow the steps outlined below.

- (i) To the extent the Company has multiple points at which an imbalance accrues, the monthly imbalances held by a single legal entity shall be accumulated and netted within the same location prior to applying the applicable index price as set forth in the provisions regarding index price in Form N of this tariff and calculating the imbalance dollar valuation.
- (ii) By the ninth (9th) business day of the month, Transporter will automatically post on its EBB the Company's dollar valued imbalances.
- (iii) A Company may negotiate with other Companies to trade the existing dollar imbalances. This trading will occur only between Companies (Transporter will not be involved).
- (iv) All Companies will have until the close of the 17th business day of the month to complete dollar imbalance trading.
- (v) Companies must notify Transporter prior to the close of the 17th business day via fax or e-mail of the dollars traded and the trading partners (all Companies involved in the trade must notify Transporter of the intent and amount traded).
- (vi) Imbalance netting and trading will be completed at no additional cost to the Company.
- (vii) After close of the 17th business day of the month, Transporter will calculate the Company's final dollar imbalance. Any remaining dollar imbalances net of trading will be subject to the applicable imbalance valuation provisions outlined above and resolved in accordance with the provisions outlined in Form N of this tariff.
- (viii) Any discrepancies between trading Company's imbalance trade notifications to Transporter will result in the trade not being confirmed and the dollars remaining as an imbalance to both Companies which will be subject to the applicable imbalance valuation provisions outlined above.

Effective Date: 01/01/2001 Status: Effective

FERC Docket: RP00-626-001

Sheet No. 100 Sheet No. 100 : Effective

Sheet Nos. 100 through 104 are Reserved for Future Use

Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-000

Original Sheet No. 105 Original Sheet No. 105 : Effective

Form of Service Agreement - Form F
Rate Schedule EFBH

Date: _____

Shipper's Name and Address for Notices and Invoices: Address for Invoice (If different)

Attn: _____

Contract No: _____

Term: _____

Rate: Unless Transporter agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth on the currently effective rate sheets for Rate Schedules EFBH, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time-to-time under Rate Schedule EFBH, or any effective superseding rate schedule on file with the Commission.

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

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Other: _____

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 Transwestern when sent to the following:

All Notices/Accounting Matters:
Transwestern Pipeline Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

Payments to Designated Depository:
Transwestern Pipeline Company
Account No. _____
ABA No. _____
Bank: _____

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 Transwestern's FERC Gas Tariff, as may be revised from time-to-time. Transwestern 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 Transwestern's FERC Gas Tariff, and Transwestern shall have the right to place such changes in effect in accordance with the NGA, and this Transportation 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.

Transwestern Pipeline Company

Shipper

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-000

Original Sheet No. 105A Original Sheet No. 105A : Effective

SERVICE AGREEMENT - FORM F
(continued)

APPENDIX A
to
GAS TRANSPORTATION AGREEMENT
BETWEEN
TRANSWESTERN PIPELINE COMPANY
and

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): _____ Dth

Primary Point of Receipt (1) (2)

Maximum Daily
Receipt Quantity (3)

Primary Point of Delivery (4) Pressure Temperature

Maximum Daily
Delivery Quantity (3)

- (1) For purposes of this Appendix, any receipt point on Transwestern's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule EFBH.
- (2) Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt identified above at pressures sufficient to effect delivery into Transporter's facilities not to exceed the maximum allowable operating pressure; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to enable Shipper to effectuate said deliveries.
- (3) Aggregate may not exceed MAXDTQ as shown above.
- (4) Transporter agrees to transport and deliver gas to Shipper, or for Shipper's account, at the above Point(s) of Delivery; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

Effective Date: 02/23/2000 Status: Effective

FERC Docket: RP04- 46-000

2nd Revised Sheet Nos. 106-111 2nd Revised Sheet Nos. 106-111 : Effective
Superseding: 1st Revised Sheet Nos. 105-111

Notice is hereby given that effective October 1, 1992, Sheet Nos. 106 through 111 of Transwestern's FERC Gas
Tariff, Second Revised Volume No. 1 are hereby canceled.

Effective Date: 04/10/1997 Status: Effective
FERC Docket: RP97-288-001

Second Revised Sheet No. 112 Second Revised Sheet No. 112 : Effective
Superseding: First Revised Sheet No. 112

TRANSPORTATION SERVICE AGREEMENT FORM B
RATE SCHEDULE FTS-2

Transportation Request Number: _____
(for internal use only)
Transportation Service Agreement No: _____
Effective Date: _____

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement") by and between Transwestern Pipeline Company, hereinafter referred to as "Transporter, and _____, a _____, herein referred to as "Shipper", covering the transportation of natural gas on a firm basis by Transporter for Shipper (on behalf of and in furtherance of a transportation service performed by _____, a _____*) as more particularly described herein is entered into in accordance with the following terms and conditions:

1. This transportation shall be provided pursuant to Subpart ____Part 284 of the Federal Energy Regulatory Commission's ("Commission") regulations.
2. Maximum Daily Transportation Quantity (MAXDTQ): _____Dth
3. Term: This Agreement shall become effective on the date of execution hereof by Shipper and shall continue for a primary term of _____ and month to month thereafter unless terminated at any time subsequent to the primary term by either party upon thirty (30) days prior written notice to the other party.
4. Rate: Unless Transporter agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth on the currently effective rate sheets for Rate Schedules FTS-2, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule FTS-2, or any effective superseding rate schedule on file with the Commission.
5. Address for notices and invoices to Shipper:

*Clause added only if applicable.

Effective Date: 02/01/1993 Status: Effective
FERC Docket: RS92- 87-003

Original Sheet No. 112A Original Sheet No. 112A : Effective

TRANSPORTATION SERVICE AGREEMENT - FORM B
RATE SCHEDULE FTS-2
(continued)

6. This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto:

7. Other Provisions:

8. Additional Terms and Conditions: The additional Terms and Conditions listed on the reverse side hereof and the Appendices incorporated herein are made a part of this Agreement.

This Transportation Service Agreement when executed by Shipper constitutes a contract with Transwestern Pipeline Company for the transportation of natural gas, subject to the terms and conditions appearing on the face and reverse side hereof and the attached Appendices.

Date

, Shipper

By , TRANSWESTERN PIPELINE COMPANY

Title By

Executed this day of , 199 .

Title

Attest or Witness:

Attest or Witness:

Effective Date: 02/01/1993 Status: Effective
FERC Docket: RS92- 87-003

1st Revised Sheet No. 113 1st Revised Sheet No. 113 : Effective
Superseding: Original Sheet No. 113

TRANSPORTATION SERVICE AGREEMENT - FORM B
Terms and Conditions

Section 1 - Transportation Quantity

- 1.1 Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule FTS-2, Transporter agrees to receive and transport on a firm basis, to or for the account of Shipper, quantities of gas up to the MAXDTQ set forth on the face of this Agreement and to deliver thermally equivalent volumes, less Transport Fuel, to or for the account of Shipper.
- 1.2 Transporter agrees to transport natural gas for Shipper in excess of the MAXDTQ on an interruptible basis provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

Section 2 - Receipt and Delivery

- 2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt identified in Appendix "A" at pressures sufficient to effect delivery into Transporter's facilities not to exceed the maximum allowable operating pressure; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to enable Shipper to effectuate said deliveries.
- 2.2 Transporter agrees to transport and deliver gas to Shipper, or for Shipper's account, at the Point(s) of Delivery identified in Appendix "B"; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

Original Sheet No. 113A Original Sheet No. 113A : Effective

TRANSPORTATION SERVICE AGREEMENT - FORM B
Terms and Conditions

Section 3 - Termination

- 3.1 Notwithstanding the "Term" set forth in Paragraph 3 on the face of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with Transporter's FERC Gas Tariff or the Commission's Regulations.
- 3.2 Termination of this Agreement shall not relieve Shipper of its obligation to pay money due hereunder to Transporter.

Section 4 - General

- 4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule FTS-2 as well as the General Terms and Conditions, if applicable, contained in Transporter's FERC Gas Tariff Second Revised Volume No. 1, as may be revised from time to time.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

Original Sheet No. 113B Original Sheet No. 113B : Effective

TRANSPORTATION SERVICE AGREEMENT - FORM B
Terms and Conditions

- 4.2 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions set forth in Rate Schedule FTS-2 or the general terms and conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4(c) of the NGA and this Transportation Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and F.E.R.C. Order, without prejudice to Shipper's right to protest the same.
- 4.3 Transporter's Rate Schedule FTS-2 is hereby incorporated by reference and made a part hereof.

Section 5 - Notices

- 5.1 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, to Shipper when sent to the address set forth on the face of this Agreement and to Transporter when sent to the following:

All Notices:Transwestern Pipeline Company
Attn: Transportation Administration Department
P. O. Box 1188
Houston, TX 77251-1188

Payments:Transwestern Pipeline Company
Attn: Gas Accounting
P. O. Box 1188
Houston, TX 77251-1188

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

1st Revised Sheet No. 114 1st Revised Sheet No. 114 : Effective
Superseding: Original Sheet No. 114

SERVICE AGREEMENT - FORM B
(continued)

PRIMARY POINTS OF RECEIPT
APPENDIX A
to
GAS TRANSPORTATION AGREEMENT
between
TRANSWESTERN PIPELINE COMPANY
and

Primary Point of Receipt	Maximum Daily Receipt Quantity*
--------------------------	------------------------------------

* Aggregate may not exceed MAXDTQ set forth on Paragraph 2 on the face of this Agreement.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

Original Sheet No. 114A Original Sheet No. 114A : Effective

SERVICE AGREEMENT - FORM B
(continued)

PRIMARY POINTS OF DELIVERY
APPENDIX B
to
GAS TRANSPORTATION AGREEMENT
between
TRANSWESTERN PIPELINE COMPANY
and

Point of Delivery

Maximum Daily
Delivery Quantity*

* Aggregate may not exceed MAXDTQ set forth on Paragraph 2 on the face of this Agreement.

Effective Date: 09/01/1999 Status: Effective
FERC Docket: RP99-456-001

Substitute Original Sheet No. 115 Substitute Original Sheet No. 115 : Effective
Superseding: Original Sheet No. 115
Form of Service Agreement - Form L
Rate Schedule LFT

Date: _____

Shipper's Name and Address for Notices and Invoices: Address for Invoice (If different)

Attn: _____ Attn: _____
E-Mail Address: _____

Contract No: _____

Term: _____

Rate: Unless Transporter agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth on the currently effective rate sheets for Rate Schedules LFT, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time-to-time under Rate Schedule LFT, or any effective superseding rate schedule on file with the Commission.

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

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Other: _____

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 Transwestern when sent to the following:

All Notices/Accounting Matters:	Payments to Designated Depository:
Transwestern Pipeline Company	Transwestern Pipeline Company
P.O. Box 1188	Account No. _____
Houston, Texas 77251-1188	ABA No. _____
Attn: Market Services	Bank: _____

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 Transwestern's FERC Gas Tariff, as may be revised from time-to-time. Transwestern 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 Transwestern's FERC Gas Tariff, and Transwestern shall have the right to place such changes in effect in accordance with the NGA, and this Transportation 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.

Transwestern Pipeline Company	Shipper
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Effective Date: 09/01/1999 Status: Effective
FERC Docket: RP99-456-000

Original Sheet No. 115A Original Sheet No. 115A : Effective

SERVICE AGREEMENT - FORM L
(continued)

APPENDIX A
to
GAS TRANSPORTATION AGREEMENT
BETWEEN
TRANSWESTERN PIPELINE COMPANY
and

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): _____ Dth

MAXIMUM NUMBER OF UNSCHEDULED DAYS: _____

Primary Point of Receipt (1) (2) Maximum Daily
Receipt Quantity (3)

Primary Point of Delivery (4) Pressure Temperature Maximum Daily
Delivery Quantity (3)

- (1) For purposes of this Appendix, any receipt point on Transwestern's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule LFT.
- (2) Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt identified above at pressures sufficient to effect delivery into Transporter's facilities not to exceed the maximum allowable operating pressure; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to enable Shipper to effectuate said deliveries.
- (3) Aggregate may not exceed MAXDTQ as shown above.
- (4) Transporter agrees to transport and deliver gas to Shipper, or for Shipper's account, at the above Point(s) of Delivery; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

Effective Date: 12/20/1997 Status: Effective
FERC Docket: RP98- 55-000

Third Revised Sheet No. 116 Third Revised Sheet No. 116 : Effective
Superseding: Second Revised Sheet No. 116
Form of Service Agreement - Form M
Rate Schedule FTS-1

Date: _____

Shipper's Name and Address for Notices and Invoices: Address for Invoice (If different)

Attn: _____

Contract No: _____

Term: _____

Rate: Unless Transporter agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth on the currently effective rate sheets for Rate Schedules FTS-1, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule FTS-1, or any effective superseding rate schedule on file with the Commission.

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

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Other: _____

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 Transwestern when sent to the following:

All Notices/Accounting Matters:
Transwestern Pipeline Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

Payments to Designated Depository:
Transwestern Pipeline Company
Account No. _____
ABA No. _____
Bank: _____

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 Transwestern's FERC Gas Tariff, as may be revised from time to time. Transwestern 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 Transwestern's FERC Gas Tariff, and Transwestern shall have the right to place such changes in effect in accordance with the NGA, and this Transportation 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.

Transwestern Pipeline Company

Shipper

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: 12/20/1997 Status: Effective
FERC Docket: RP98- 55-000

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

SERVICE AGREEMENT - FORM M
(continued)

APPENDIX A
to
GAS TRANSPORTATION AGREEMENT
BETWEEN
TRANSWESTERN PIPELINE COMPANY
and

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): _____ Dth

Primary Point of Receipt (1) (2)

Maximum Daily
Receipt Quantity (3)

Primary Point of Delivery (4)

Pressure

Temperature

Maximum Daily
Delivery Quantity (3)

- (1) For purposes of this Appendix, any receipt point on Transwestern's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule FTS-1.
- (2) Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt identified above at pressures sufficient to effect delivery into Transporter's facilities not to exceed the maximum allowable operating pressure; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to enable Shipper to effectuate said deliveries.
- (3) Aggregate may not exceed MAXDTQ as shown above.
- (4) Transporter agrees to transport and deliver gas to Shipper, or for Shipper's account, at the above Point(s) of Delivery; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-002

Third Revised Sheet No. 116B Third Revised Sheet No. 116B : Effective
Superseding: Second Revised Sheet No. 116B

Form of Service Agreement - Form D
(Capacity Release Under Rate Schedule FTS-1, FTS-3, LFT or EFBH)

Date: _____

Shipper's Name (Replacement Shipper)
for Notices and Invoices: _____

Address for Invoice (If different)

Attn: _____

Attn: _____

E-Mail Address: _____

Contract No: _____

Term: This Agreement shall become effective on _____, and shall continue in effect through (and shall terminate on) _____, not to extend beyond the term specified in the underlying FTS-1, FTS-3, LFT or EFBH Service Agreements between Transporter and the party releasing its capacity (hereinafter referred to as "Releasing Shipper").

Rate: Transporter shall directly bill Shipper the negotiated rate for the released capacity as set forth on Appendix A hereto, plus fuel and any applicable surcharges, (unless otherwise provided on Appendix A). The Shipper shall pay such amounts directly to Transporter in accordance with the requirements of the FTS-1, FTS-3, LFT or EFBH Rate Schedules.

Liability for Payment: It is expressly understood and agreed by the parties hereto that Releasing Shipper has a vested interest in Shipper's timely payment of amounts billed to Shipper, for credits to Releasing Shipper's account with Transporter. In the event Shipper fails to timely pay an invoice from Transporter hereunder, and Releasing Shipper is billed and pays such amount to Transporter, Releasing Shipper shall be entitled to bring an action under this Agreement for reimbursement for such amounts paid to Transporter.

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

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Other: _____

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 Transwestern when sent to the following:

All Notices/Accounting Matters:
Transwestern Pipeline Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

Payments to Designated Depository:
Transwestern Pipeline Company
Account No. _____
ABA No. _____
Bank: _____

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 Transwestern's FERC Gas Tariff, as may be revised from time to time. Transwestern 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 Transwestern's FERC Gas Tariff, and Transwestern shall have the right to place such changes in effect in accordance with the NGA, and this Transportation 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.

Transwestern Pipeline Company

Shipper

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-002

Third Revised Sheet No. 116C Third Revised Sheet No. 116C : Effective
Superseding: Second Revised Sheet No. 116C

SERVICE AGREEMENT - FORM D
(continued)
(Capacity Release Under FTS-1, FTS-3, LFT or EFBH Rate Schedules)

APPENDIX A
to
GAS TRANSPORTATION AGREEMENT
between
TRANSWESTERN PIPELINE COMPANY
and

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): _____ Dth

Number of Limited Days (if service is LFT): _____

RATE: _____

Primary Receipt Point (1) Maximum Daily Receipt Quantity (3)

Primary Delivery Point (2) Maximum Daily Delivery Quantity (3)

- (1) Shipper agrees to tender, or cause to be tendered, gas for transportation at the Receipt Point(s) identified above or at alternate points, if applicable, at pressures sufficient to effect delivery into Transporter's facilities, not to exceed the maximum allowable operating pressure; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to enable Shipper to effectuate said deliveries.
- (2) Transporter agrees to transport and deliver gas to Shipper, or for Shipper's account, at the Delivery Point(s) identified above or at alternate points, if applicable; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.
- (3) Aggregate may not exceed MAXDTQ as shown above.

Effective Date: 12/20/1997 Status: Effective
FERC Docket: RP98- 55-000

Second Revised Sheet No. 117 Second Revised Sheet No. 117 : Effective
Superseding: First Revised Sheet No. 117
Form of Service Agreement - Form K
Rate Schedule ITS-1

Date: _____

Shipper's Name and Address for Notices and Invoices: Address for Invoice (If different)

Attn: _____

Contract No: _____

Term: _____

Rate: Unless Transporter agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth on the currently effective rate sheets for Rate Schedules ITS-1, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-1, or any effective superseding rate schedule on file with the Commission.

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

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Other: _____

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 Transwestern when sent to the following:

All Notices/Accounting Matters:
Transwestern Pipeline Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

Payments to Designated Depository:
Transwestern Pipeline Company
Account No. _____
ABA No. _____
Bank: _____

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 Transwestern's FERC Gas Tariff, as may be revised from time to time. Transwestern 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 Transwestern's FERC Gas Tariff, and Transwestern shall have the right to place such changes in effect in accordance with the NGA, and this Transportation 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.

Transwestern Pipeline Company

Shipper

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: 12/20/1997 Status: Effective
FERC Docket: RP98- 55-000

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

SERVICE AGREEMENT - FORM K
(continued)

APPENDIX A
to
GAS TRANSPORTATION AGREEMENT
BETWEEN
TRANSWESTERN PIPELINE COMPANY
and

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ) : _____ Dth

Point of Receipt (1)

Maximum Daily
Receipt Quantity

Primary Point of Delivery (2)

Maximum Daily
Delivery Quantity

- (1) Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt identified above at pressures sufficient to effect delivery into Transporter's facilities not to exceed the maximum allowable operating pressure; provided, however, Transporter shall have no obligation to provide compression and/or alter its system operation to enable Shipper to effectuate said deliveries.
- (2) Transporter agrees to transport and deliver gas to Shipper, or for Shipper's account, at the Point(s) of Delivery identified above; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

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

Sheet Nos. 117B and 117C are Reserved for Future Use

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

Original Sheet No. 117C Original Sheet No. 117C : Superseded

TRANSPORTATION SERVICE AGREEMENT - FORM D
(CAPACITY RELEASE UNDER FTS-1 RATE SCHEDULE)
Terms and Conditions
(continued)

Section 5 - Notices

- 5.1 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, to Shipper when sent to each at the address set forth on the face of this Agreement, and to Transporter, when sent to the following:

All Notices: Transwestern Pipeline Company
Attn: Market Services
P.O. Box 1188
Houston, TX 77251-1188

Payments: Transwestern Pipeline Company
Attn: Gas Accounting
P.O. Box 1188
Houston, TX 77251-1188

Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-002

Third Revised Sheet No. 118 Third Revised Sheet No. 118 : Effective
Superseding: Second Revised Sheet No. 118
Form of Service Agreement - Form Q
Rate Schedule FTS-3

Date: _____

Shipper's Name and Address for Notices and Invoices: Address for Invoice (If different)

Attn: _____

Contract No: _____

Term: _____

Rate: Unless Transporter agrees to charge Shipper: (i) a discounted rate below the maximum rate; or (ii) a negotiated rate either below the minimum rate or above the maximum rate, set forth on the currently effective rate sheets for Rate Schedules FTS-3, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule FTS-3, or any effective superseding rate schedule on file with the Commission.

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

The contract maximum daily transportation quantities and primary receipt and delivery points are set forth on Appendix A, attached hereto and incorporated herein.

Other: _____

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 Transwestern when sent to the following:

All Notices/Accounting Matters:
Transwestern Pipeline Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

Payments to Designated Depository:
Transwestern Pipeline Company
Account No. _____
ABA No. _____
Bank: _____

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 Transwestern's FERC Gas Tariff, as may be revised from time to time. Transwestern 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 Transwestern's FERC Gas Tariff, and Transwestern shall have the right to place such changes in effect in accordance with the NGA, and this Transportation 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.

Transwestern Pipeline Company

Shipper

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: 02/23/2000 Status: Effective
FERC Docket: RP99-481-002

Original Sheet No. 118A Original Sheet No. 118A : Effective

SERVICE AGREEMENT - FORM Q
(continued)

APPENDIX A
to
GAS TRANSPORTATION AGREEMENT
BETWEEN
TRANSWESTERN PIPELINE COMPANY
and

MAXIMUM DAILY TRANSPORTATION QUANTITY (MAXDTQ): _____ Dth

Primary Point of Receipt (1) (2)	Maximum Daily Receipt Quantity (3)
----------------------------------	---------------------------------------

Primary Point of Delivery (4)	Pressure	Temperature	Maximum Daily Delivery Quantity (3)
-------------------------------	----------	-------------	--

- (1) For purposes of this Appendix, any receipt point on Transwestern's system may be used as an Alternate Receipt Point, subject to the terms and conditions of Rate Schedule FTS-3.
- (2) Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt identified above at pressures sufficient to effect delivery into Transporter's facilities not to exceed the maximum allowable operating pressure; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to enable Shipper to effectuate said deliveries.
- (3) Aggregate may not exceed MAXDTQ as shown above.
- (4) Transporter agrees to transport and deliver gas to Shipper, or for Shipper's account, at the above Point(s) of Delivery; provided however, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

Effective Date: 02/23/2000 Status: Effective

FERC Docket: RP99-481-002

Second Revised Sheet No. 119 Second Revised Sheet No. 119 : Effective
Superseding: First Revised Sheet No. 119

Sheet No. 119 is Reserved for Future Use

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

First Revised Sheet No. 119A First Revised Sheet No. 119A : Effective
Superseding: Original Sheet No. 119A

Sheet No. 119A is Reserved for Future Use

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

1st Revised Sheet Nos. 120-125 1st Revised Sheet Nos. 120-125 : Effective
Superseding: Original Sheet No. 120

Notice is hereby given that effective October 1, 1992,
Sheet Nos. 120 through 125 of Transwestern's FERC Gas
Tariff, Second Revised Sheet No. 1 are hereby canceled.

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

Fifth Revised Sheet No. 126 Fifth Revised Sheet No. 126 : Effective
Superseding: Fourth Revised Sheet No. 126

Sheet No. 126 is Reserved for Future Use

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

Fourth Revised Sheet No. 127 Fourth Revised Sheet No. 127 : Effective
Superseding: Third Revised Sheet No. 127

Sheet No. 127 is Reserved for Future Use

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

Seventh Revised Sheet No. 128 Seventh Revised Sheet No. 128 : Effective
Superseding: Sixth Revised Sheet No. 128

Sheet No. 128 is Reserved for Future Use

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

Fifth Revised Sheet No. 129 Fifth Revised Sheet No. 129 : Effective
Superseding: Fourth Revised Sheet No. 129

Sheet No. 129 is Reserved for Future Use

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

First Revised Sheet No. 129A First Revised Sheet No. 129A : Effective
Superseding: Original Sheet No. 129A

Sheet No. 129A is Reserved for Future Use

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

Second Revised Sheet No. 130 Second Revised Sheet No. 130 : Effective
Superseding: First Revised Sheet No. 130

Sheet Nos. 130 and 131 are Reserved for Future Use

Effective Date: 05/01/1988 Status: Effective
FERC Docket: RP98- 55-002

1st Revised Sheet No. 131 1st Revised Sheet No. 131 : Superseded
Superseding: Original Sheet No. 131

SERVICE AGREEMENT FORM K
(Continued)

POINTS OF DELIVERY
APPENDIX B
to
GAS TRANSPORTATION AGREEMENT
BETWEEN
TRANSWESTERN PIPELINE COMPANY
and

Point of Receipt

Maximum Daily
Receipt Quantity

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

1st Revised Sheet Nos. 132-136 1st Revised Sheet Nos. 132-136 : Effective
Superseding: Original Sheet No. 132

Notice is hereby given that effective October 1, 1992,
Sheet Nos. 132 through 136 of Transwestern's FERC Gas
Tariff, Second Revised Sheet No. 1 are hereby canceled.

Effective Date: 07/01/1991 Status: Effective
FERC Docket: RP91-109-002

9th Revised Sheet No. 133 9th Revised Sheet No. 133 : Superseded
Superseding: 8th Revised Sheet No. 133

SERVICE AGREEMENT - FORM L

For Buyers Receiving Service Under Rate Schedule IS-1.

This contract made between TRANSWESTERN PIPELINE COMPANY, hereinafter called "Seller", and hereinafter called "Buyer".

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

ARTICLE 1 - GAS TO BE SOLD

Seller agrees to sell and deliver to Buyer on an interruptible basis, and Buyer agrees to purchase from Seller a maximum daily contract quantity up to dth of natural gas per day subject to the terms, conditions, and limitations hereof and of Seller's Rate Schedule IS-1.

ARTICLE 2 - TERM

This Agreement shall become effective upon Buyer's execution of this Agreement and shall continue for a term of .

ARTICLE 3 - PRICE

Unless Seller agrees in writing to charge Buyer a lower rate, Buyer shall pay Seller for all services rendered hereunder and for the availability of such service at the maximum rate under Seller's Rate Schedule IS-1, as may be amended from time to time.

This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule IS-1 and of the applicable General Terms and Conditions of Seller's FERC Gas Tariff, on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Effective Date: 05/01/1990 Status: Effective

FERC Docket: CP90- 14-001

6th Revised Sheet No. 137 6th Revised Sheet No. 137 : Effective
Superseding: Substitute 5th Revised Sheet No. 137

SHEET NO. 137 IS RESERVED

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

Second Revised Sheet No. 138 Second Revised Sheet No. 138 : Effective
Superseding: First Revised Sheet No. 138

Sheet No. 138 is Reserved for Future Use

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

First Revised Sheet No. 139 First Revised Sheet No. 139 : Effective
Superseding: Original Sheet No. 139

Sheet No. 139 is Reserved for Future Use

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

Fourth Revised Sheet No. 140 Fourth Revised Sheet No. 140 : Effective
Superseding: Third Revised Sheet No. 140

Sheet Nos. 140 and 141 are Reserved for Future Use

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

3rd Revised Sheet No. 141 3rd Revised Sheet No. 141 : Superseded

Superseding: 2nd Revised Sheet No. 141

TRANSPORTATION SERVICE AGREEMENT - FORM M
Terms and Conditions

Section 3 - Termination

- 3.1 Notwithstanding the "Term" set forth in Paragraph 3 on the face of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with Transporter's FERC Gas Tariff or the Commission's Regulations.
- 3.2 Termination of this Agreement shall not relieve Shipper of the obligation to pay money due hereunder to Transporter. Accordingly, Section 2.3 of this Agreement shall survive termination until all amounts due hereunder have been paid.

Section 4 - General

- 4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule FTS-1 as well as the General Terms and Conditions, if applicable, contained in Transporter's FERC Gas Tariff Second Revised Volume No. 1, as may be revised from time to time.

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

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

Sheet No. 142 is Reserved for Future Use

Effective Date: 12/20/1997 Status: Effective

FERC Docket: RP98- 55-000

Third Revised Sheet No. 143 Third Revised Sheet No. 143 : Effective
Superseding: Second Revised Sheet No. 143

Sheet Nos. 143 and 144 are Reserved for Future Use

Effective Date: 04/01/1992 Status: Effective

FERC Docket: RP89- 48-016

2nd Revised Sheet No. 144 2nd Revised Sheet No. 144 : Superseded
Superseding: Original Sheet No. 144

SERVICE AGREEMENT - FORM M
(continued)

POINTS OF DELIVERY
APPENDIX B
to
GAS TRANSPORTATION AGREEMENT
between
TRANSWESTERN PIPELINE COMPANY
and

Point of Delivery	Pressure	Temperature	Maximum Daily Delivery Quantity*
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* Aggregate may not exceed MAXDTQ set forth on Paragraph 2 on the face of this Agreement.

Effective Date: 02/01/1993 Status: Effective
FERC Docket: RS92- 87-003

1st Revised Sheet No. 145 1st Revised Sheet No. 145 : Effective
Superseding: Original Sheet No. 145

TRANSPORTATION SERVICE AGREEMENT - FORM N
OPERATOR BALANCING AGREEMENT
between
Transwestern Pipeline Company
and

THIS AGREEMENT ("OBA" or "Agreement") made and entered into by and between
TRANSWESTERN PIPELINE COMPANY ("Transporter") and _____ ("Company"),
(collectively the "Parties" or individually as "Party"), this ___ day of
_____, 1992.

WITNESSETH

WHEREAS, the facilities operated or to be operated by Transporter and
Company interconnect at a point or points specified in the Exhibit 1 attached
hereto and incorporated herein by this reference (hereinafter referred to as
"Interconnect Point, whether one or more"); and

WHEREAS, Transporter and/or Company (at times hereinafter referred to as
the "Parties" or individually as a "Party") have entered into one or more
agreements with third party shippers (hereinafter referred to as "Shipper" or
"Shippers") for the transportation of gas to or from the Interconnect Point on
their respective systems (said agreements hereinafter referred to as "Shipper
Agreements"); and

WHEREAS, from time to time, the quantities of gas confirmed by Company and
scheduled by Transporter to be delivered to or received from the Interconnect
Point (said quantities hereinafter referred to as the "Scheduled Quantities")
may be greater or lesser than the quantities of gas which are actually
delivered at the Interconnect Point, resulting in inadvertent over- or under-
deliveries relative to Scheduled Quantities; and

WHEREAS, the Parties desire to implement a balancing agreement in order to
facilitate more efficient operations, accounting, and systems management at the
Interconnect Point and on the Parties' respective systems.

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

Effective Date: 02/01/1993 Status: Effective
FERC Docket: RS92- 87-003

5th Revised Sheet No. 146 5th Revised Sheet No. 146 : Effective
Superseding: 4th Revised Sheet No. 146

TRANSPORTATION SERVICE AGREEMENT - FORM N
(continued)

1. Prior to the effective date of Shipper nominations at each Interconnect Point, the Parties shall reconcile and confirm nominations received by each Party from Shippers for whom the Parties will be delivering or receiving gas at that point. Such reconciliation and confirmation between the Parties shall be made verbally with subsequent confirmation in writing, unless otherwise mutually agreed to by the Parties. Except as provided in Section 3 below, any changes to such Scheduled Quantities during the month shall be effective only if requested by Shipper or Company and agreed to in writing by both Parties. Such written communication provided by the Parties regarding changes shall be substantially in the form set out on the attached Exhibit 2, or in any other form mutually agreeable to the Parties. All nominations and confirmations must be made in accordance with the requirements of Section 22 of the General Terms and Conditions of Transporter's Tariff. Provided further, the terms and provisions of this OBA shall be subject to Sections 1 - Definitions; 2 - Quality; 4 - Measurement; and 5 - Measurement Stations, of the General Terms and Conditions of Transporter's FERC Gas Tariff, as may be revised from time to time.
2. The Parties intend that the volume of gas actually delivered and received each day at each Interconnect Point will equal the Scheduled Quantities (including Transport Fuel) for that point. Each Party will allocate volumes which are to be delivered and received at an Interconnect Point among the Shipper Agreements on its system pursuant to the Scheduled Quantities received for that point. Any Operational Imbalance created, when the actual physical flow is different than the Scheduled Quantities (on a monthly basis), will be the "Operational Imbalance," which will be the responsibility of the Parties to eliminate pursuant to this Agreement.
3. Estimated operating quantities flowing at each Interconnect Point shall be used on a daily basis during any current month to determine the estimated Operational Imbalance at such Interconnect Point, with physical flow adjustments to be made during that current month as mutually agreed to by both Parties to attempt to maintain or achieve an Operational Imbalance of zero at such point; provided, however, nothing herein shall affect Transporter's right to unilaterally re-schedule quantities upon 24-hour notice by Transporter to the Shipper (except in the case of operational distress) under Section 22.3 of the General Terms and Conditions of its FERC Gas Tariff, as may be revised from time to time.

TRANSPORTATION SERVICE AGREEMENT - FORM N
(continued)

4. a) The actual physical flow at each Interconnect Point each month will be determined and communicated in writing by the Interconnect Point Operator to the non-operating Party no later than the 12th of the succeeding month. The Interconnect Point Operator shall be the Party which operates the meter at each Interconnect Point ("Interconnect Point Operator"). Any Operational Imbalance for any calendar month shall be determined on a dekatherm basis, shall be dollar-valued as provided for in Section 5 herein, and shall be provided in the form set forth on Exhibit 3.
- b) In the event the parties fail to resolve an Operational Imbalance within ninety (90) days from the end of the month in which the imbalance occurs, or within such other time period which has been mutually agreed to by the Parties, interest shall accrue on the dollar value of the Operational Imbalance from the first day of the first month after the imbalance occurred until the date of payment, in kind or in cash, at the interest rate set forth in 18 CFR 154.67(c)(2)(iii)(A), as may be amended from time to time; provided however, such interest charges shall not be assessed if Transporter is unable to schedule payback gas or Company is unable to receive payback gas from Transporter. Additionally, with respect to Operational Imbalances resulting from under-deliveries by Company which are not resolved within the time specified herein, all subsequent deliveries by Company to Transporter at the Interconnect Point may first be credited by Transporter to the existing Operational Imbalance, and thereafter, to Shippers' scheduled quantities. If the Party owing an Operational Imbalance does not resolve such Operational Imbalance within six months of the last day of the month during which such Operational Imbalance was incurred, then the other Party may, at any time after the expiration of such six month period, submit an invoice to the Party owing such Operational Imbalance for an amount equal to the Dollar Valued Operational Imbalance, as determined and adjusted pursuant to Section 5 below. Such invoice shall be payable in full in accordance with the billing and payment provisions set forth in the General Terms and Conditions.

TRANSPORTATION SERVICE AGREEMENT - FORM N
(continued)

5. Operational Imbalances shall be indexed to a price (hereinafter referred to as the "Monthly Index Price" or "MIP") which shall be calculated as follows, as may be amended from time to time:
- month on
utilizing the
Imbalance").
- Dollar-
to the
the
the
- month as
shown
price at
for a
applicable
reported in
Transporter.
- order to
Transporter
business day
- from
on an
resolve
- (a) Transporter shall first determine any Operational Imbalance quantity for each a dekatherm basis. Transporter shall then determine a dollar equivalent dekatherm quantity and the established MIP ("Dollar Valued Operational Imbalance").
- (b) For Dollar-Valued Operational Imbalances remaining from previous month(s), the Valued Operational Imbalance remaining from the previous month(s) will be added Dollar-Valued Operational Imbalance amount for the Current Month and divided by current month's MIP to get the volume applicable to the Operation Imbalance for OBA.
- (c) The MIP for each month shall equal the average of the daily prices for that reported in Gas Daily's table entitled "DAILY PRICE SURVEY" for delivery into Transporter's mainline system _____. (If a range of prices is for any particular day, the midpoint of such range shall represent that day's a particular location.) If, for any reason, Gas Daily ceases to be available particular month, the MIP for that month will equal the average of the daily prices for the above-described location for the applicable month as any other generally accepted available industry publication chosen by
- (d) Prices used to calculate the MIP will be prices quoted "into the mainline" in eliminate inconsistencies due to varying gathering and treating charges. will post the MIP for each month on its Internet Website within one (1) following the end of the applicable month.
- (e) Subject to the provisions of 4.b. above, Operational Imbalances that may arise time-to-time may be resolved, on a not unduly discriminatory basis, by payment "in-kind" basis or by either Transporter or Company, as appropriate, purchasing volumes necessary to clear the entire Dollar-Valued Operational Imbalance. Transporter will accept nominations for and schedule the volumes necessary to the Operational Imbalance subject to operational considerations.

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Fourth Revised Sheet No. 149 Fourth Revised Sheet No. 149 : Effective
Superseding: Third Revised Sheet No. 149

TRANSPORTATION SERVICE AGREEMENT - FORM N
(continued)

6. Notwithstanding anything herein that may be interpreted to the contrary, in the event that the aggregate Operational Imbalance for all Interconnect Points in any month is outside a 10% tolerance level after completion of all netting and trading activity as outlined in Section 34 of the General Terms and Conditions of Transporter's FERC Gas Tariff (i.e., either exceeds 110% of the quantities scheduled, or is less than 90% of the quantities scheduled), and the Operational Imbalance exceeds 10,000dth, then Company shall be assessed a penalty as described below or Company and Transporter may agree that quantities may be transferred to Transporter's PNR Service to the extent the Company has an effective PNR Agreement. Company shall be subject to all PNR charges.

Company will be charged 30 cents per dekatherm (0.30/dth) for volumes outside the tolerance level, although Company will be granted an automatic waiver of such penalty for the first outside-tolerance month in any six-month period. In addition, if Company's deliveries or receipts are outside the tolerance level due to incorrect measurement data communicated to Company by Transporter, any such penalty will be waived. If any Operational Imbalance is due to an operational request of Transporter (which shall be confirmed in writing), or is otherwise caused by Transporter, no penalty shall be assessed. No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.

7. The Dollar-Valued Operational Imbalances that may arise from time-to-time shall be resolved at the option of the Party owing such imbalance on either an "in-kind" basis (upon mutual agreement of the parties as to the timing and location of payback) or by "cash-out" (payment in cash), subject to the receipt of any necessary regulatory approval, by either Transporter or Company as appropriate, purchasing quantities necessary to clear the entire Dollar-Valued Operational Imbalance. Any quantities to be received or delivered by Transporter hereunder in order to resolve an Operational Imbalance must first be scheduled in accordance with Section 22 of the General Terms and Conditions of this Tariff.
8. In the event that a capacity constraint occurs on either Party's system which results in curtailment of quantities through an Interconnect Point, the Party on whose system the constraint has occurred shall determine the reallocation of quantities to the Shippers under the affected Shipper Agreements. Such change in Scheduled Quantities shall be confirmed in writing as required by Paragraph 1 above. If the constraint occurs at the Interconnect Point, the downstream Party shall determine the reallocation of quantities to the Shippers under the affected Shipper Agreements.

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

Original Sheet No. 150 Original Sheet No. 150 : Effective

TRANSPORTATION SERVICE AGREEMENT - FORM N
(continued)

9. All quantities of gas hereunder shall be reported in dekatherms, and shall be determined by multiplying each Mcf of dry gas received and delivered by the dry heating value thereof. Any gas received and delivered to correct an Operational Imbalance shall be adjusted for variations in heating value. Unless otherwise mutually agreed, measurement of gas for all purposes hereunder shall be in accordance with the provisions set forth in Transporter's then-effective FERC Gas Tariff.
10. This Agreement is entered into in order to facilitate operations and accounting between the Parties, and shall have no effect upon the Shipper Agreements or upon the effectiveness of any Party's FERC Gas Tariff.
11. Company agrees to immediately notify Transporter upon temporary or permanent cessation of gas flow into Transporter at an Interconnect Point or upon acquisition of a new Interconnect Point, and the Parties agree to timely amend this Agreement to delete or add such Interconnect Points as may be appropriate, by revising Exhibit 1 hereto.
12. Any new Interconnect Points between Transporter and Company shall be added to this Agreement prior to the commencement of any gas flow, or shall otherwise be deemed to have been added to this Agreement upon any gas flow.
13. This Agreement shall become effective on the first day of the month following execution by both Parties and the in-service date of the facilities to be constructed, if any, and shall continue for a primary term of one (1) month from the effective date and month to month thereafter; provided, however, either Party may terminate this Agreement at the end of the primary term, or thereafter by providing thirty (30) days prior written notice to the other Party.
14. Notwithstanding the termination of this Agreement, the Parties agree to reconcile and eliminate any remaining Operational Imbalance pursuant to the terms and conditions of this Agreement within ninety (90) days of termination of this Agreement or such other period of time which is mutually agreed to by the Parties.

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

First Revised Sheet No. 151 First Revised Sheet No. 151 : Effective
Superseding: Original Sheet No. 151

TRANSPORTATION SERVICE AGREEMENT - FORM N
(continued)

15. This Agreement and the terms and conditions herein are subject to all present and future valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
16. In the event a conflict exists or arises between this Agreement and Transporter's FERC Gas Tariff, as amended from time to time, it is agreed and understood that the latter shall control.
17. This Agreement is for accounting and system management purposes only, and is entered into by the Parties with the understanding that the balancing activities provided for hereunder will not subject any non-jurisdictional entity to regulation by the Federal Energy Regulatory Commission as a "natural gas company" under the provisions of the Natural Gas Act. If, at any time, it should be determined that such balancing activities do result in such regulation, then this Agreement shall immediately terminate, and any remaining Operational Imbalance shall be resolved by the Parties within ninety (90) days after termination of this Agreement.
18. Any entity which shall succeed by purchase, merger or consolidation to the properties, rights substantially as an entity, of either Party, shall be subject to the obligations of its predecessor to this Agreement. No other assignment of this Agreement or of any of the or obligations hereunder shall be made.
19. AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
20. Any notice, request, or statement provided pursuant to this Agreement shall be in writing and shall be considered as having been given, if delivered personally, when delivered, or if electronically either mailed by United States mail, postage prepaid, sent by express mail, the mailed, or overnight delivery, or if telecopied to the other Party, then, when sent, to the following:

Effective Date: 06/06/1994 Status: Effective
FERC Docket: RP94-234-000

1st Revised Sheet No. 152 1st Revised Sheet No. 152 : Effective
Superseding: Original Sheet No. 152

TRANSPORTATION SERVICE AGREEMENT - FORM N
(continued)

Transwestern Pipeline Company
Market Services
1400 Smith Street
P. O. Box 1188
Houston, TX 77251-1188
Telecopy No.: (713) 758-8114

_____ [Company] _____

ATTN: _____

Changes to the above addresses shall be effectuated by a Party notifying the other Party in writing of the modification.

- 21. A waiver by either Party of any one or more defaults by the other Party hereunder shall not operate as a waiver of any future default or defaults, whether of like or different character.
- 22. Other Provisions:

IN WITNESS WHEREOF, the Parties hereto have executed duplicate originals of this Agreement on the date set forth hereinabove.

TRANSWESTERN PIPELINE COMPANY

_____ [Company]

By: _____

By: _____

Title: _____

Title: _____

Effective Date: 02/01/1993 Status: Effective

FERC Docket: RS92- 87-003

Original Sheet No. 153 Original Sheet No. 153 : Effective

TRANSPORTATION SERVICE AGREEMENT - FORM N
(continued)

EXHIBIT 1

To the Operator Balancing Agreement
Between
TRANSWESTERN PIPELINE COMPANY
and

Dated _____

Interconnect Point(s)
Between Transwestern Pipeline Company and [Company]

[Co.] Meter No.	Transporter POI No.	Description
--------------------	------------------------	-------------

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

First Revised Sheet No. 154 First Revised Sheet No. 154 : Effective
Superseding: Original Sheet No. 154

TRANSPORTATION SERVICE AGREEMENT - FORM N
(continued)

EXHIBIT 2

To the Operator Balancing Agreement
Between
TRANSWESTERN PIPELINE COMPANY
and

Dated _____

Confirmation of Nomination

Name of Interconnect	[Co.] Meter No.	Transp POI No.	Transp Contract No.	Transp Shipper Name	Nomination (dth/day)
----------------------	-----------------------	-------------------	---------------------------	---------------------------	-------------------------

Total Nomination: _____

Please sign and approve no later than _____, _____.

TRANSWESTERN PIPELINE COMPANY

_____ [Company]

By: _____

By: _____

Title: _____

Title: _____

Dated this ____ day of
_____, _____.

Dated this ____ day of
_____, _____.

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

First Revised Sheet No. 155 First Revised Sheet No. 155 : Effective
Superseding: Original Sheet No. 155

TRANSPORTATION SERVICE AGREEMENT - FORM N
(continued)

EXHIBIT 3

To the Operator Balancing Agreement
Between
TRANSWESTERN PIPELINE COMPANY
and

Dated _____

Summary Operational Imbalance Statement

INTERCONNECT POINT NAME	[CO.] METER #	TRANSP. POI #	CUMULATIVE DOLLAR BALANCE ACCOUNT AS OF	CURRENT MONTH DOLLAR BALANCE	CUMULATIVE DOLLAR-VALUE AS OF	CORRESPONDING VOLUMETRIC IMBALANCE AS OF
----------------------------	---------------------	---------------------	---	------------------------------------	-------------------------------------	--

TRANSWESTERN PIPELINE COMPANY

[Company]

By: _____

By: _____

Title: _____

Title: _____

Dated this ____ day of

Dated this ____ day of

_____, _____.

_____, _____.

Effective Date: 09/01/1997 Status: Effective
FERC Docket: RP97-434-000

Original Sheet No. 156 Original Sheet No. 156 : Effective

Form of Service Agreement - Form P
Rate Schedule PNR

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

Attn: _____

Address for Invoice (If different from above)

Attn: _____

Contract No: _____

Term: From _____ To _____

Total Quantity: _____ MMBtu

Rates shall be Transwestern'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.

Other: _____

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 Transwestern when sent to the following:

All Notices/Accounting Matters:
Transwestern Pipeline Company
P.O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

Payments To Designated Depository:
Transwestern Pipeline Company
Account No. _____
ABA No. _____
Bank: _____

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 Transwestern's FERC Gas Tariff, as may be revised from time to time. Transwestern 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 Transwestern's FERC Gas Tariff, and Transwestern 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 Buyer's right to protest the same.

Transwestern Pipeline Company

Buyer

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: 01/01/2003 Status: Effective

FERC Docket: RP00-490-002

Original Sheet No. 157 Original Sheet No. 157 : Effective

NON-CONFORMING SERVICE AGREEMENTS

The following Service Agreements contain one or more currently effective provisions that differ materially from the forms of Service Agreements contained in this tariff.

Name of Shipper -----	Rate Schedule -----	Agreement/ Amendment Date -----	Date Filed -----
U.S. Gas Transmission, Inc.	FTS-1		

Effective Date: 05/01/2001 Status: Suspended
FERC Docket: RP01-56-000

Original Sheet No. 158 Original Sheet No. 158 : Suspended

TRANSPORT OPTION AGREEMENT - FORM O
(continued)

APPENDIX A

Primary Point of Receipt -----	Point Name -----	Maximum Daily Receipt Quantity -----
--------------------------------------	---------------------	--

Primary Point of Delivery -----	Point Name -----	Maximum Daily Delivery Quantity -----
---------------------------------------	---------------------	---

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Original Sheet No. 159 Original Sheet No. 159 : Effective

Form of Service Agreement - Form S
Rate Schedule SP-1

Wellhead or interconnect receipt points) for transportation of such gas in accordance with their Transportation Service Agreements with Transwestern. It is understood and agreed by the Parties that transfers between Supply Pooling Points are not authorized by this Agreement.

3. Nomination and Allocation. Transwestern's Transportation Service Agreements and Pooling Agreements (including this Agreement) are assigned contract numbers which shall be referenced by Shipper (and other shippers and poolers) for nomination purposes. Nominations shall be made in accordance with the General Terms and Conditions of Transwestern's FERC Gas Tariff, as amended from time to time, and must also include identification of all upstream and downstream contract numbers, as applicable. Receipt and delivery priorities must be specified in the nomination of the pool contract.

4. Pooling Charges, Billing and Payment. In the event Transwestern receives FERC approval to collect a charge applicable to pooling, Shipper agrees to pay any and all such charges. Billing and payment of such charges shall be in accordance with the General Terms and Conditions of Transwestern's FERC Gas Tariff, as amended from time to time. Shipper understands that any physical movement of gas by Transwestern from the Supply Pooling Point will be done only under a Transportation Service Agreement.

5. Measurement. Measurement of gas for all purposes hereunder shall be in accordance with the provisions of Transwestern's FERC Gas Tariff, as amended from time to time.

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Original Sheet No. 160 Original Sheet No. 160 : Effective

Form of Service Agreement - Form S
Rate Schedule SP-1

6. Texas Law. THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE OF LAW PROVISIONS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM A PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

7. Other Provisions. The Parties agree that facsimile copies, when properly executed and transmitted, shall be considered for all purposes to be an original contract, and shall be deemed for all purposes to be binding agreements. To submit a Transportation Service Agreement via fax, the entire Agreement must be faxed to Transwestern's Market Services Department at (713) 646-8260. The agreement must also be properly executed. Upon Transwestern'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. Upon Shipper's request, Transwestern will also, or in the alternative, furnish Shipper with a paper copy of the executed Agreement.

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

Effective Date: 01/01/2003 Status: Effective
FERC Docket: RP00-490-002

Original Sheet No. 161 Original Sheet No. 161 : Effective

agreeable means of electronic transmission, to shipper when set to the address set forth on this Agreement and to Transwestern when sent to the following:

All Notices/Accounting Matters:
Transwestern Pipeline Company
P. O. Box 1188
Houston, Texas 77251-1188
Attn: Market Services

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 Transwestern's FERC 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 Transwestern's FERC Gas Tariff, and Transwestern 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.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date indicated below each signature, to be effective on the date first herein above written.

Transwestern Pipeline Company

Shipper

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: 01/01/2003 Status: Effective

FERC Docket: RP00-490-002

Original Sheet No. 162 Original Sheet No. 162 : Effective

Form of Service Agreement - Form S
Rate Schedule SP-1

EXHIBIT A

TRANSWESTERN PIPELINE COMPANY

NATURAL GAS SUPPLY POOLING AGREEMENT

SUPPLY POOL POINTS

DATED: _____

SUPPLY POOLING AREA -----	SUPPLY POOL POINT NAME -----	SUPPLY POOL POI NUMBER -----
WEST TEXAS POOL	WEST TEXAS POOL	58646
PANHANDLE	PANHANDLE POOL	58647
CENTRAL	CENTRAL POOL	58649
SAN JUAN	SAN JUAN POOL	58648
SAN JUAN (LA PLATA)	LA PLATA POOL	500543

