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FERC GAS TARIFF

ORIGINAL VOLUME NO. 1

of

GUARDIAN PIPELINE, L.L.C.

Filed With The

FEDERAL ENERGY REGULATORY COMMISSION

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Fifth Revised Sheet No. 2 Fifth Revised Sheet No. 2 : Effective
Superseding: Fourth Revised Sheet No. 2

SHEET RESERVED FOR FUTURE USE

Sheet No. 2 is reserved for future use

PRELIMINARY STATEMENT

GUARDIAN PIPELINE, L.L.C. ("Guardian" or "Transporter") is a Natural Gas company subject to the jurisdiction of the Federal Energy Regulatory Commission, primarily engaged in the transportation of Natural Gas in interstate commerce. Guardian's pipeline extends from interconnections with the North American pipeline grid near Joliet, Illinois, to a terminus near Green Bay, Wisconsin. Guardian provides transportation of Natural Gas through its pipeline for all Shippers eligible for service under its Tariff on an open access basis.

The currently effective Rates, Rate Schedules, General Terms and Conditions and Forms of Service Agreement applicable to services performed by Guardian are contained herein.

Effective Date: 05/20/2009 Status: Effective
FERC Docket: RP09-526-000

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

SYSTEM MAP APPEARS HERE

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-420-000

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

STATEMENT OF RATES

(Rates Per Dekatherm)

Transporter's Rate Schedule Use Gas	Base Rate Per Dth	Adjustment to Base Rate Per Dth(1)	Electric Compression Cost Recovery Rate	Rate After Adjustment
Firm Transportation Services:				
Rate Schedule FT-1				
Max Monthly Reservation Rate	$ 4.6641	-	-	$ 4.6641
Min Monthly Reservation Rate	0.0000	-	-	0.0000
Max Usage Rate	0.0000	0.0019	(0.0271)	(0.0252)
Min Usage Rate	0.0000	0.0019	(0.0271)	(0.0252)
Max Overrun Rate	0.1533	0.0019	(0.0271)	0.1281
Min Overrun Rate	0.0000	0.0019	(0.0271)	(0.0252)
Rate Schedule FT-2				
Max Monthly Reservation Rate	$ 6.7032	-	-	$ 6.7032
Min Monthly Reservation Rate	0.0000	-	-	0.0000
Max Usage Rate	0.0000	0.0019	(0.0271)	(0.0252)
Min Usage Rate	0.0000	0.0019	(0.0271)	(0.0252)
Max Daily Overrun Rate	0.2205	0.0019	(0.0271)	0.1953
Min Daily Overrun Rate	0.0000	0.0019	(0.0271)	(0.0252)

(1) Pursuant to Section 31 of the General Terms and Conditions, the maximum and minimum rates shall be increased to include the Annual Charge Adjustment of $0.0019/Dth

Effective Date: 04/01/2008 Status: Effective
FERC Docket: RP08-227-001

Substitute Original Sheet No. 5A Substitute Original Sheet No. 5A : Pending
Superseding: Original Sheet No. 5A

STATEMENT OF RATES

APPLICABLE TO RATE SCHEDULES CONTAINED
IN FERC GAS TARIFF ORIGINAL VOLUME No. 1

Description	Recourse Rates
Rate Schedule OSS($/Dth)	
Maximum Monthly Reservation Rate	$ 0.2205
Maximum Injection Usage Rate	$ 0.0160
Maximum Withdrawal Usage Rate	$ 0.0000
Rate Schedule LBS ($/Dth)	
Maximum Monthly Reservation Rate	$ 0.2294
Maximum Injection Usage Rate	$ 0.0160
Maximum Withdrawal Usage Rate	$ 0.0000

Effective Date: 06/01/2010 Status: Pending
FERC Docket: RP10-607-000

First Revised Sheet No. 5A First Revised Sheet No. 5A
Superseding: Substitute Original Sheet No. 5A

STATEMENT OF RATES

APPLICABLE TO RATE SCHEDULES CONTAINED
IN FERC GAS TARIFF ORIGINAL VOLUME No. 1

Description	Recourse Rates
Rate Schedule OSS($/Dth)	
Maximum Monthly Reservation Rate	$ 0.2109
Maximum Injection Usage Rate	$ 0.0160
Maximum Withdrawal Usage Rate	$ 0.0000
Rate Schedule LBS ($/Dth)	
Maximum Monthly Reservation Rate	$ 0.2198
Maximum Injection Usage Rate	$ 0.0160
Maximum Withdrawal Usage Rate	$ 0.0000

STATEMENT OF RATES

(Rates Per Dekatherm)

Transporter's Rate Schedule Use Gas	Base Rate Per Dth	Adjustment to Base Rate Per Dth(1)	Electric Compression Cost Recovery Rate	Rate After Adjustment	
Interruptible Transportation Services:					
Rate Schedule IT-1					
Max Usage Rate	$ 0.1533	$ 0.0019	(0.0271)	$ 0.1281	0.64 %
Min Usage Rate	0.0000	0.0019	(0.0271)	(0.0252)	0.64 %
Rate Schedule IT-2					
Max Usage Rate	$ 0.2205	$ 0.0019	(0.0271)	$ 0.1953	0.64 %
Min Usage Rate	0.0000	0.0019	(0.0271)	(0.0252)	0.64 %
Max Daily Overrun Rate	0.2205	0.0019	(0.0271)	0.1953	0.64 %
Min Daily Overrun Rate	0.0000	0.0019	(0.0271)	(0.0252)	0.64 %
Enhanced Aggregation and Wheeling Service:					
Rate Schedule EAW Firm Service					
Max Monthly Reservation Rate	$ 0.2778	-		$ 0.2778	-
Min Monthly Reservation Rate	0.0000	-		0.0000	-

(1) Pursuant to Section 31 of the General Terms and Conditions, the maximum and minimum rates shall be increased to include the Annual Charge Adjustment of $0.0019/Dth

STATEMENT OF RATES

(Rates Per Dekatherm)

Transporter's Rate Schedule Use Gas	Base Rate Per Dth	Adjustment to Base Rate Per Dth	Electric Compression Cost Recovery Rate	Rate After Adjustment
Enhanced Aggregation and Wheeling Service:				
Rate Schedule EAW				
Firm Service				
Max Usage Rate	0.0000	-		0.0000
0.64 % (1)				
Min Usage Rate	0.0000	-		0.0000
0.64 % (1)				
Max Overrun Rate	0.0091	-		0.0091
0.64 % (1)				
Min Overrun Rate	0.0000	-		0.0000
0.64 % (1)				
Interruptible Service				
Max Usage Rate	$ 0.0091	-		$ 0.0091
0.64 % (1)				
Min Usage Rate	0.0000	-		0.0000
0.64 % (1)				
Parking and Lending Service:				
Rate Schedule PAL				
Max Daily Parking/Lending Rate	$ 0.1533	-		$ 0.1533
-				
Min Daily Parking/Lending Rate	0.0000	-		0.0000
-				
Rate Schedule MA				
Max Rate	$ 0.0200			
Min Rate	0.0000			

(1) Applies to quantities received from a Low Pressure Receipt Point

STATEMENT OF RATES

(Rates Per Dekatherm)

Transporter's Rate Schedule Use Gas	Base Rate Per Dth	Adjustment to Base Rate Per Dth	Electric Compression Cost Recovery Rate	Rate After Adjustment
Enhanced Aggregation and Wheeling Service:				
Rate Schedule EAW				
Firm Service				
Max Usage Rate	0.0000	-		0.0000
0.64 % (1)				
Min Usage Rate	0.0000	-		0.0000
0.64 % (1)				
Max Overrun Rate	0.0091	-		0.0091
0.64 % (1)				
Min Overrun Rate	0.0000	-		0.0000
0.64 % (1)				
Interruptible Service				
Max Usage Rate	$ 0.0091	-		$ 0.0091
0.64 % (1)				
Min Usage Rate	0.0000	-		0.0000
0.64 % (1)				
Parking and Lending Service:				
Rate Schedule PAL				
NPL Service				
Max Daily Usage Rate	$ 0.1533	-		$ 0.1533
-				
Min Daily Usage Rate	0.0000	-		0.0000
-				
RPL Service				
Max Daily Reservation Rate	$ 0.1533	-		$ 0.1533
-				
Min Daily Reservation Rate	0.0000	-		0.0000
-				
Rate Schedule MA				
Max Rate	$ 0.0200			
Min Rate	0.0000			

(1) Applies to quantities received from a Low Pressure Receipt Point

STATEMENT OF NEGOTIATED RATES

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate *	MDQ In Dth **	Point(s) of Receipt	Point(s) of Delivery
1. Wisconsin Gas LLC	FT-1	12/7/02 $4.289	650,000	Wisconsin Gas Pool	Bluff Creek WG
		12/7/03 4.137		Midwestern	
		12/7/04 3.985		Natural Gas Pipeline	Walworth
		12/7/05 3.833		NBPL	
		12/7/06 3.711		ANR/Joliet	Rockvale
		12/7/07 3.255		Peoples	
		12/7/08 3.133		Alliance	Ixonia
		12/7/09 3.011		Vector	
		12/7/10 2.920			
		12/7/11 2.798			
		12/7/12 - 12/6/22 3.650 1/			
2. Wisconsin Gas LLC	EAW	02/1/03 $0.133	650,000	NBPL	Wisconsin
		02/1/13 0.000 2/		Alliance	Gas Pool
				Vector & Various	& Various
3. Integrys Energy Services, Inc.	FT-1	$3.741	2,500	ANR/Joliet	Bluff Creek WG
4. Wisconsin Power & Light Company	FT-1	$3.741	10,000	ANR/Joliet	Bluff Creek NNG

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

** PAL agreements have a maximum loaned quantity and/or a maximum parked quantity rather than an MDQ.

1/ Negotiated rate under this Rate Schedule FT-1 Service Agreement (FT0001) was determined in conjunction with negotiated rate determined in firm Rate Schedule EAW Service Agreement (FW0001) with Wisconsin Gas LLC. The MDQ will be reduced by 130,000 Dth per year beginning 12/07/2018.

2/ Negotiated rate under this Rate Schedule EAW Service Agreement (FW0001) was determined in conjunction with negotiated rate determined in Rate Schedule FT-1 Service Agreement (FT0001) with Wisconsin Gas LLC. The MDQ will be reduced by 130,000 Dth per year beginning 12/07/2018.

These negotiated rate agreements do not deviate in any material respect from the form of service agreement in the Tariff except Agreement 1 and 2 which are listed as Non-Conforming Agreements.

STATEMENT OF NEGOTIATED RATES
(Continued)

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate *	MDQ In Dth **	Point(s) of Receipt	Point(s) of Delivery
1. Chevron U.S.A. Inc.	PAL	$0.0000 1/	30,000	Joliet Alliance	Joliet Alliance
2. Chevron U.S.A. Inc.	PAL	$0.0000 2/	30,000	Joliet Alliance	Joliet Alliance

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

** PAL agreements have a Maximum Loaned Quantity and/or a Maximum Parked Quantity rather than an MDQ.

1/ Park up to 10,000 dth a day with a maximum of 30,000 dth from October 25, 2009 to October 25, 2010. The total revenue of this contract is $168,000. A true up will be done at the time of billing at the end of each month to capture a monthly revenue of $14,000. GP1038

2/ Loan up to 10,000 dth a day with a maximum of 30,000 dth from October 25, 2009 to October 25, 2010. The total revenue of this contract is $168,000. A true up will be done at the time of billing at the end of each month to capture a monthly revenue of $14,000. GP1039

These negotiated rate agreements do not deviate in any material respect from the form of service agreement in the Tariff.

STATEMENT OF NEGOTIATED RATES
(Continued)

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate *	MDQ In Dth **	Point(s) of Receipt	Point(s) of Delivery
1. Tenaska Gas Storage, LLC	PAL	$0.0000 1/	30,000	Joliet NBPL	Joliet NBPL
2. Tenaska Gas Storage, LLC	PAL	$0.0000 2/	30,000	Joliet NBPL	Joliet NBPL

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

** PAL agreements have a maximum loaned quantity and/or a maximum parked quantity rather than an MDQ.

1/ Park up to 10,000 dth a day with a maximum of 30,000 dth from November 1, 2009 to April 30, 2010. The total revenue of this contract is $72,000. A true up will be done at the time of billing at the end of each month to capture a monthly revenue of $12,000. GP1043

2/ Loan up to 10,000 dth a day with a maximum of 30,000 dth from November 1, 2009 to April 30, 2010. The total revenue of this contract is $72,000. A true up will be done at the time of billing at the end of each month to capture a monthly revenue of $12,000. GP1044

These negotiated rate agreements do not deviate in any material respect from the form of service agreement in the Tariff.

STATEMENT OF NEGOTIATED RATES
(Continued)

	Shipper	Rate Schedule	Negotiated Monthly Reservation Rate *	MDQ In Dth	Point(s) of Receipt	Point(s) of Delivery
1.	Wisconsin Electric Power Company	OSS	$0.2820 1/	335,000	Vector	Vector
2.	Wisconsin Gas LLC	OSS	$0.2820 2/	635,000	Vector	Vector
3.	Wisconsin Public Service Company	OSS	$0.2602 3/	330,000	Vector	Vector
4.	Wisconsin Electric Power Company	LBS	$0.2907 4/	436,000	Vector	Vector
5.	Wisconsin Gas LLC	LBS	$0.2907 5/	833,000	Vector	Vector
6.	Wisconsin Public Service Company	LBS	$0.2690 6/	431,000	Vector	Vector

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

1/ The negotiated rate includes the OSS Third Party rate of $0.2109, an administrative fee of $0.0104 and an interconnect facilities charge of $0.0607. The term is July 1, 2008 through March 31, 2013. OSS001

2/ The negotiated rate includes the OSS Third Party rate of $0.2109, an administrative fee of $0.0104 and an interconnect facilities charge of $0.0607. The term is July 1, 2008 through March 31, 2013. OSS002

3/ The negotiated rate includes the OSS Third Party rate of $0.2109, an administrative fee of $0.0104 and an interconnect facilities charge of $0.0389. The term is July 1, 2008 through March 31, 2013. OSS003

4/ The negotiated rate includes the LBS Third Party rate of $0.2198, an administrative fee of $0.0104 and an interconnect facilities charge of $0.0605. The term is July 1, 2008 through March 31, 2013. LBS001

5/ The negotiated rate includes the LBS Third Party rate of $0.2198, an administrative fee of $0.0104 and an interconnect facilities charge of $0.0605. The term is July 1, 2008 through March 31, 2013. LBS002

6/ The negotiated rate includes the LBS Third Party rate of $0.2198, an administrative fee of $0.0104 and an interconnect facilities charge of $0.0388. The term is July 1, 2008 through March 31, 2013. LBS003

These negotiated rate agreements do not deviate in any material respect from the form of service agreement in the Tariff.

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

SHEETS RESERVED FOR FUTURE USE

Sheet No. 9A is reserved for future use

STATEMENT OF NEGOTIATED RATES
(Continued)

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate *	MDQ In Dth	Point(s) of Receipt	Point(s) of Delivery
1. Wisconsin Electric Power Company	FT-2	$5.2712 1/	201,656 1/	Wisconsin Electric Pool & Various	Bluff Creek Fox Valley & Various
2. Wisconsin Electric Power Company	EAW	$0.0000 2/	201,656 2/	NBPL Alliance Vector & Various	Wisconsin Electric Pool & Various
3. Wisconsin Electric Power Company	MA	$0.0000 3/	201,656 3/	Wisconsin Electric Pool MA Point	Various
4. Wisconsin Gas LLC	FT-2	$5.2712 4/	90,105 4/	Wisconsin Gas Pool & Various	Rubicon Fox Valley
5. Wisconsin Gas LLC	EAW	$0.0000 5/	90,105 5/	NBPL Alliance & Various	Wisconsin Gas Pool & Various

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

1/ Wisconsin Electric Power Company, FT-2 Service Agreement effective upon the first in-service date of the GII expansion for a term of 15 years. Contract No. FT2001. The monthly negotiated rate under this agreement increases and the total MDQ decreases year-to-year throughout the term of the agreement. The negotiated rate under this FT-2 Service Agreement was determined in conjunction with the negotiated rate determined in the Firm EAW(FW2001) and MA(MA0001) Service Agreements.

2/ Wisconsin Electric Power Company, EAW Service Agreement effective upon the first in-service date of the GII expansion for a term of 15 years. Contract No. FW2001. The negotiated rate under this agreement was determined in conjunction with the negotiated rate determined in the FT-2(FT2001) Service Agreement.

3/ Wisconsin Electric Power Company, MA Service Agreement effective upon the first in-service date of the GII expansion for a term of 15 years. Contract No. MA0001. The negotiated rate under this agreement was determined in conjunction with the negotiated rate determined in the FT-2 (FT2001) Service Agreement.

4/ Wisconsin Gas LLC, FT-2 Service Agreement effective upon the first in-service date of the GII expansion for a term of 15 years. Contract No. FT2002. The monthly negotiated rate under this agreement increases and the total MDQ decreases year-to-year throughout the term of the agreement. The negotiated rate under this agreement was determined in conjunction with the negotiated rate determined in the Firm EAW(FW2002) and MA(MA0002) Service Agreements.

5/ Wisconsin Gas LLC, EAW Service Agreement effective upon the first in-service date of the GII expansion for a term of 15 years. Contract No. FW2002. The negotiated rate under this agreement was determined in conjunction with the negotiated rate determined in the FT-2 (FT2002) Service Agreements.

These negotiated rate agreements are also listed as Non-Conforming Agreements in Section 36 of the GT&C.

STATEMENT OF NEGOTIATED RATES
(Continued)

Shipper	Rate Schedule	Negotiated Monthly Reservation Rate *	MDQ In Dth	Point(s) of Receipt	Point(s) of Delivery
1. Wisconsin Gas LLC	MA	$0.0000 1/	90,105 1/	Wisconsin Gas	Rubicon Fox Valley MA Point
2. Wisconsin Public Service Corporation	FT-2	$5.4021 2/	205,245 2/	Wisconsin Public Service Pool & Various	Various
3. Wisconsin Public Service Corporation	EAW	$0.0000 3/	205,245 3/	NBPL Alliance Vector & Various	Wisconsin Public Service Pool & Various
4. Wisconsin Public Service Corporation	MA	$0.0000 4/	205,245 4/	Wisconsin Service Public MA Point	Various

* Plus Transporter's Use Gas, ACA and other applicable surcharges required by the Commission, all in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time.

1/ Wisconsin Gas LLC, MA Service Agreement effective upon the first in-service date of the GII expansion for a term of 15 years. Contract No. MA0002. The negotiated rate under this agreement was determined in conjunction with the negotiated rate determined in the FT-2 (FT2002) Service Agreements.

2/ Wisconsin Public Service Corporation, FT-2 Service Agreement, effective upon the first in-service date of the GII expansion for a term of 15 years. Contract No. FT2003. The monthly negotiated rate listed above is the year 2 rate. The monthly negotiated rate under this agreement increases and the total MDQ decreases year-to-year throughout the term of the agreement. The negotiated rate under this agreement was determined in conjunction with the negotiated rate determined in Firm EAW(FW2003) and MA(MA0003) Service Agreements.

3/ Wisconsin Public Service Corporation EAW Service Agreement effective upon the first in-service date of the GII expansion for a term of 15 years. Contract No. FW2003. The negotiated rate under this agreement was determined in conjunction with the negotiated rate determined in the FT-2 (FT2003) Service Agreement.

4/ Wisconsin Public Service Corporation, MA Service Agreement effective upon the first in-service date of the GII expansion for a term of 15 years. Contract No. MA0003 The negotiated rate under this agreement was determined in conjunction with the negotiated rate determined in the FT-2 (FT2003) Service Agreement.

These negotiated rate agreements are also listed as Non-Conforming Agreements in Section 36 of the GT&C.

Sheet Nos. 12 - 19 Sheet Nos. 12 - 19

SHEETS RESERVED FOR FUTURE USE

Sheet Nos. 12-19 are reserved for future use

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for firm service under this Rate Schedule, and thus is a Shipper.

2.2 Transporter shall accept written transportation requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 Service under this Rate Schedule shall be available on a daily basis for the receipt at Point(s) of Receipt of Natural Gas up to the MDQ set forth on Exhibit "A" to Shipper's FT-1 Service Agreement, the transportation of such quantities of Natural Gas, and the delivery at Point(s) of Delivery of Natural Gas up to such MDQ. All such quantities shall be received by Transporter at the Point(s) of Receipt and Thermally Equivalent Quantities shall be delivered to Shipper or for Shipper's account at the Point(s) of Delivery. Service under this Rate Schedule shall be firm up to MDQ except as provided in this Rate Schedule, the GT&C, and the executed Service Agreement. Conditions that may cause the transportation Quantity to be less than Shipper's MDQ include curtailment or interruption under GT&C Section 12.3, an emergency situation under GT&C 12.4, an OFO situation pursuant to GT&C Section 18 or Force Majeure pursuant to GT&C Section 24. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed an FT-1 Service Agreement.

RATE SCHEDULE FT-1 (Continued)
FIRM TRANSPORTATION SERVICE

3.2 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide transportation service under this Rate Schedule.

3.3 Nominations and scheduling of service under this Rate Schedule shall be in accordance with the procedures set out in Sections 11 and 12 of the GT&C.

3.4 Allocations of capacity shall be determined in accordance with Section 10 of the GT&C.

4. POINTS OF RECEIPT AND DELIVERY, AND UNIFORM QUANTITIES

4.1 The Primary Point(s) of Receipt into Transporter's Pipeline Facilities shall be specified on Exhibit "A" to Shipper's FT-1 Service Agreement, and may include any point(s) from Joliet, Illinois to Ixonia, Wisconsin. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-1 Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total volumes at the Primary Point(s) of Receipt shall not exceed Shipper's MDQ, adjusted for Transporter's Use Gas, as set out on Exhibit "A" to Shipper's FT-1 Service Agreement. All Points of Receipt not specified on Exhibit "A" shall be available to Shipper on a secondary basis in accordance with the GT&C.

4.2 The Designated Limited Notice Point(s) of Receipt into Transporter's Pipeline Facilities, which shall be one or more of Shipper's Primary Point(s) of Receipt specified on Exhibit A, shall also be specified on Exhibit "A" to Shipper's FT-1 Service Agreement, and may include any point(s) from Joliet, Illinois to Ixonia, Wisconsin. Upon

RATE SCHEDULE FT-1 (Continued)
FIRM TRANSPORTATION SERVICE

the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-1 Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Designated Limited Notice Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Designated Limited Notice Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total capacity designated at the Designated Limited Notice Point(s) of Receipt shall not exceed ten percent (10%) of Shipper's MDQ as set out on Exhibit "A" to Shipper's FT-1 Service Agreement.

4.3 The Primary Point(s) of Delivery out of Transporter's Pipeline Facilities shall be specified on Exhibit "A" to Shipper's FT-1 Service Agreement, and may include any point(s) from Joliet, Illinois to Ixonia, Wisconsin. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-1 Service Agreement may be superseded by a new Exhibit "A" to add or delete specific Primary Point(s) of Delivery or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Delivery or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total volumes at the Primary Point(s) of Delivery shall not exceed Shipper's MDQ as set out on Exhibit "A" to Shipper's FT-1 Service Agreement. All Points of Delivery not specified on Exhibit "A" shall be available to Shipper on a secondary basis in accordance with the GT&C of Transporter's Tariff.

4.4 Shipper shall deliver or cause to be delivered into Transporter's Pipeline Facilities Natural Gas at uniform rates of flow in accordance with Section 15 of the GT&C.

RATE SCHEDULE FT-1 (Continued)
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES

5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Sheet No. 5 of Transporter's Tariff and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule FT-1 Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff.

5.2 Service hereunder shall be subject to the following charges:

(a) A reservation charge equal to the product of the applicable maximum Rate Schedule FT-1 Reservation Rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the MDQ specified in Shipper's executed FT-1 Service Agreement;

(b) A usage charge equal to the product of the applicable maximum Rate Schedule FT-1 Usage Rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the quantity of Natural Gas delivered by Transporter for Shipper or for Shipper's account on each Day in the Month;

(c) A new facilities charge equal to an amount agreed upon between Shipper and Transporter for facilities constructed at Shipper's request in order to provide transportation service under this Rate Schedule as provided in Section 27 of the GT&C;

RATE SCHEDULE FT-1 (Continued)
FIRM TRANSPORTATION SERVICE

(d) Incidental charges necessary to recoup regulatory filing fees or similar fees incurred by Transporter in rendering service under this Rate Schedule;

(e) Applicable charges for Authorized Overrun volumes, if any, equal to the maximum Authorized Overrun rates shown on the currently effective Sheet No. 5 of Transporter's Tariff or such other overrun rate to which Transporter specifically agrees multiplied by the quantity of Natural Gas delivered for Shipper or Shipper's account on each Day in the Month as Authorized Overrun; and

(f) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, including Section 7 herein, Shipper's Rate Schedule FT-1 Service Agreement, and the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.2, 18.5, 31 and 34.

6. AUTHORIZED OVERRUN

On any Day, Shipper may elect, with the prior approval of Transporter, to receive, ship and deliver quantities in excess of its MDQ, MDRO or MDDO. Such quantities in excess of Shipper's total MDQ, MDRO or MDDO shall be deemed to be Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for Authorized Overrun volumes shall be the 100 percent load factor equivalent of the maximum FT-1 rate applied only to those quantities in excess of MDQ, and shall be set forth on Sheet No. 5 of Transporter's Tariff.

RATE SCHEDULE FT-1 (Continued)
FIRM TRANSPORTATION SERVICE

7. UNAUTHORIZED OVERRUN

To the extent that Shipper delivers to or receives from Transporter quantities of Natural Gas on any Day in excess of Shipper's total MDQ without prior approval of Transporter, such quantities shall be deemed to be Unauthorized Overrun. Shipper shall pay for each Dekatherm of Unauthorized Overrun a charge, in addition to the authorized overrun charge, equal to two (2) times the maximum rate for Rate Schedule IT-1. When such Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Unauthorized Overruns. In the event Transporter has issued a notice pursuant to this Section 7, Shipper thereafter shall pay for each Dekatherm of Unauthorized Overrun a charge equal to the greater of $10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported.

RATE SCHEDULE FT-1 (Continued)
FIRM TRANSPORTATION SERVICE

8. TRANSPORTER'S USE GAS

Shipper shall provide at the Point(s) of Receipt Transporter's Use Gas in-kind, as may be set forth and in effect from time to time on the Statement of Rates of Transporter's Tariff.

9. BILLING AND PAYMENT

The monthly bill for Natural Gas transportation under this Rate Schedule shall be equal to the sum of the charges set forth in Section 5 of this Rate Schedule and pursuant to Section 8 of the GT&C.

10. RELEASE OF FIRM CAPACITY

Any Shipper receiving service under this Rate Schedule FT-1 shall have the right on a permanent or temporary basis to release its firm capacity rights in accordance with Section 21 of the GT&C.

11. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule FT-1 shall be determined in accordance with the provisions of Section 13 of the GT&C.

12. IMPAIRMENT OF RECEIPTS AND DELIVERIES

In the event that Transporter, on any Day, is unable to receive and/or deliver the total confirmed nominations of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

13. OPERATIONAL INTEGRITY

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other firm Shippers in accordance with Section 12 of the GT&C.

RATE SCHEDULE FT-1 (Continued)
FIRM TRANSPORTATION SERVICE

14. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

15. GENERAL TERMS AND CONDITIONS

The GT&C of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE FT-2
FIRM TRANSPORTATION SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for firm transportation service under this Rate Schedule, and thus is a Shipper.

2.2 Transporter shall accept transportation requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 Service under this Rate Schedule shall be available on a daily basis for the receipt at Point(s) of Receipt of Natural Gas up to the MDQ set forth on Exhibit "A" to Shipper's FT-2 Service Agreement, the transportation of such quantities of Natural Gas, and the delivery at Point(s) of Delivery of Natural Gas up to such MDQ. All such quantities shall be received by Transporter at the Point(s) of Receipt and Thermally Equivalent Quantities less Transporter Use Gas quantities shall be delivered to Shipper or for Shipper's account at the Point(s) of Delivery. Service under this Rate Schedule shall be firm up to Shipper's MDQ except as provided in this Rate Schedule, the GT&C, and the executed Service Agreement. Conditions that may cause the transportation quantity to be less than Shipper's MDQ may include curtailment or interruption under GT&C Section 12.3, an emergency situation under GT&C 12.4, an OFO situation pursuant to GT&C Section 18 or Force Majeure pursuant to GT&C Section 24. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed a Rate Schedule FT-2 Service Agreement.

RATE SCHEDULE FT-2 (Continued)
FIRM TRANSPORTATION SERVICE

3.2 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide transportation service under this Rate Schedule.

3.3 Nominations and scheduling of service under this Rate Schedule shall be in accordance with the procedures set out in Sections 11 and 12 of the GT&C.

3.4 Allocations of capacity shall be determined in accordance with Section 13 of the GT&C.

4. POINTS OF RECEIPT AND DELIVERY, AND RATES OF FLOW

4.1 The Primary Point(s) of Receipt into Transporter's Pipeline Facilities shall be specified on Exhibit "A" to Shipper's FT-2 Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-2 Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities at the Primary Point(s) of Receipt shall not exceed Shipper's MDQ, adjusted for Transporter's Use Gas, as set out on Exhibit "A" to Shipper's FT-2 Service Agreement. All Points of Receipt not specified on Exhibit "A" shall be available to Shipper on a secondary basis in accordance with the GT&C.

4.2 The Designated Limited Notice Point(s) of Receipt into Transporter's Pipeline Facilities, which shall be one or more of Shipper's Primary Point(s) of Receipt specified on Exhibit A, shall also be specified on Exhibit "A" to Shipper's FT-2 Service Agreement. Upon

RATE SCHEDULE FT-2 (Continued)
FIRM TRANSPORTATION SERVICE

the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-2 Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Designated Limited Notice Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Designated Limited Notice Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total capacity designated at the Designated Limited Notice Point(s) of Receipt shall not exceed ten percent (10%) of Shipper's MDQ as set out on Exhibit "A" to Shipper's FT-2 Service Agreement.

4.3 The Primary Point(s) of Delivery out of Transporter's Pipeline Facilities shall be specified on Exhibit "A" to Shipper's FT-2 Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-2 Service Agreement may be superseded by a new Exhibit "A" to add or delete specific Primary Point(s) of Delivery or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Delivery or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities at the Primary Point(s) of Delivery shall not exceed Shipper's MDQ as set out on Exhibit "A" to Shipper's FT-2 Service Agreement. All Points of Delivery not specified on Exhibit "A" shall be available to Shipper on a secondary basis in accordance with the GT&C of Transporter's Tariff.

4.4 Shipper shall deliver or cause to be delivered into Transporter's Pipeline Facilities Natural Gas at rates of flow in accordance with Section 15 of the GT&C.

RATE SCHEDULE FT-2 (Continued)
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES

5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule FT-2 Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff.

5.2 Service hereunder shall be subject to the following charges:

(a) A monthly reservation charge equal to the product of the applicable maximum Rate Schedule FT-2 Reservation Rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the MDQ specified in Shipper's executed FT-2 Service Agreement;

(b) A usage charge equal to the product of the applicable maximum Rate Schedule FT-2 Usage Rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the quantity of Natural Gas delivered by Transporter for Shipper or for Shipper's account on each Day in the Month;

(c) A new facilities charge equal to an amount agreed upon between Shipper and Transporter for facilities constructed at Shipper's request in order to provide transportation service under this Rate Schedule as provided in Section 27 of the GT&C;

RATE SCHEDULE FT-2 (Continued)
FIRM TRANSPORTATION SERVICE

(d) Incidental charges necessary to recoup regulatory filing fees or similar fees incurred by Transporter in rendering service under this Rate Schedule;

(e) Applicable charges for daily and hourly Authorized Overrun volumes, if any; and

(f) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Shipper's Rate Schedule FT-2 Service Agreement, or the GT&C.

6. AUTHORIZED OVERRUN

6.1 On any Day, Shipper may elect, with the prior approval of Transporter, to separately nominate quantities in excess of its MDQ, MDRO or MDDO. Scheduled quantities in excess of Shipper's total MDQ, MDRO or MDDO shall be deemed to be Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for daily Authorized Overrun quantities shall be the Maximum Daily Overrun Rate, as set forth on the Statement of Rates and shall be applied only to those quantities in excess of Shipper's MDQ.

6.2 During any hour, Shipper may elect, with the prior approval of Transporter, to receive quantities in excess of the MHDO as set forth in Section 15.3 of the GT&C. Such quantities in excess of the MHDO shall be deemed to be Hourly Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for Hourly Authorized Overrun quantities shall be the Rate Schedule FT-2 Maximum Daily Overrun Rate, as set forth on the Statement of Rates, divided by 24 and applied only to those quantities in excess of the MHDO.

RATE SCHEDULE FT-2 (Continued)
FIRM TRANSPORTATION SERVICE

7. UNAUTHORIZED OVERRUN

7.1 To the extent that Shipper delivers to or receives from Transporter quantities of Natural Gas on any Day in excess of Shipper's MDQ without prior approval of Transporter, such quantities shall be deemed to be daily Unauthorized Overrun. In addition to the Authorized Overrun Charge, Shipper shall pay a charge for each Dekatherm of Unauthorized Overrun equal to two (2) times the Rate Schedule IT-2 Maximum Usage Rate. When such Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 7.1, Shipper thereafter shall pay for each Dekatherm of Unauthorized Overrun a charge equal to the greater of $10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported.

7.2 During any hour, to the extent Shipper receives from Transporter quantities of Natural Gas in excess of the MHDO, as set forth in Section 15.3 herein, without prior approval of Transporter, such quantities shall be deemed to be Hourly Unauthorized Overrun. In addition to the Hourly Authorized Overrun Charge, Shipper shall pay a charge for each Dekatherm of Hourly Unauthorized Overrun equal to two (2) times the maximum rate for Rate Schedule IT-2 divided by twenty-four (24). When such Hourly Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Hourly Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 7.2, Shipper thereafter shall pay for each Dekatherm of Hourly Unauthorized Overrun, a charge equal to the greater of $10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported divided by 24.

7.3 Shipper shall pay only one Unauthorized Overrun charge when Shipper's Hourly Unauthorized Overrun results in a Daily Unauthorized Overrun. Shipper shall pay the higher of the Daily Unauthorized Overrun amount calculated pursuant to Section 7.1 above or the sum of the Hourly Unauthorized amount(s) calculated pursuant to Section 7.2 above.

RATE SCHEDULE FT-2 (Continued)
FIRM TRANSPORTATION SERVICE

8. TRANSPORTER'S USE GAS

Shipper shall provide at the Point(s) of Receipt, Transporter's Use Gas in-kind, as may be set forth and in effect from time to time on the Statement of Rates of Transporter's Tariff.

9. BILLING AND PAYMENT

The monthly bill for Natural Gas transportation under this Rate Schedule shall be equal to the sum of the charges set forth in Section(s) 5, 6, and 7 of this Rate Schedule and pursuant to Section 8 of the GT&C.

10. RELEASE OF FIRM CAPACITY

Any Shipper receiving service under this Rate Schedule FT-2 shall have the right on a permanent or temporary basis to release its firm capacity rights in accordance with Section 21 of the GT&C.

11. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule FT-2 shall be determined in accordance with the provisions of Section 13 of the GT&C.

12. IMPAIRMENT OF RECEIPTS AND DELIVERIES

In the event that Transporter, on any Day, is unable to receive and/or deliver the total scheduled quantities of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

13. OPERATIONAL INTEGRITY

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other Shippers in accordance with Section 12 of the GT&C.

RATE SCHEDULE FT-2 (Continued)
FIRM TRANSPORTATION SERVICE

14. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

15. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE OSS
OFF-SYSTEM STORAGE SERVICE

1. DEFINITIONS
The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY
2.1 Provided there is off-system storage capacity, injection and withdrawal rights available for sale by Transporter, this Rate Schedule is available for any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; (c) entered into an OSS Service Agreement with Transporter; and (d) entered into a Service Agreement with Transporter for firm transportation service, and thus is a Shipper.
2.2 Transporter shall accept written requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.
2.3 This Rate Schedule shall be available from the OSS/LBS In-Service Date through March 31, 2013, unless otherwise extended prior to March 31, 2013, subject to the conditions set forth in this Rate Schedule, in the Service Agreement, and the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE
3.1 Service under this Rate Schedule shall be available on a daily basis for the receipt of Natural Gas at the Point of Receipt up to the OSS MDWQ as set forth in Exhibit "A" to Shipper's OSS Service Agreement and the delivery of Natural Gas at the Point of Delivery up to the OSS MDIQ as set forth in Exhibit "A" to Shipper's OSS Service Agreement, except that:
(a) when Shipper's OSS Working Gas Account balance is equal to or greater than 90% of its OSS MSQ, then Shipper's storage injection rights will be limited to 80% of its otherwise applicable OSS MDIQ;
(b) when Shipper's OSS Working Gas Account balance is equal to or less than 20% but greater than 10% of its OSS MSQ, then Shipper's storage withdrawal rights will be limited to 70% of its otherwise applicable OSS MDWQ;

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

(c) when Shipper's OSS Working Gas Account balance is equal to or less than 10% of its OSS MSQ, then Shipper's storage withdrawal rights will be limited to 40% of its otherwise applicable OSS MDWQ; and
(d) On any Day, the sum of Shipper's (i) scheduled Storage Injection Quantity at its Primary Point of Receipt as set forth in Shipper's OSS Service Agreement and (ii) LBS Undertake Quantity at its Primary Point of Receipt as set forth in Shipper's LBS Service Agreement, cannot exceed the total quantity of Natural Gas actually received by Shipper from Vector into Transporter on that same Day under all of Shipper's Service Agreements for firm transportation on Transporter.

3.2 Service under this Rate Schedule shall be provided on a commercially reasonable efforts basis by Transporter up to the Shipper's OSS MDIQ and OSS MDWQ, except as provided in this Rate Schedule, Shipper's firm transportation Service Agreement, the GT&C, and the executed OSS Service Agreement. Conditions that may cause the Storage Injection Quantity or Storage Withdrawal Quantity to be less than Shipper's OSS MDIQ or OSS MDWQ, respectively, include curtailment or interruption under GT&C Section 12.3, an emergency situation under GT&C Section 12.4, an OFO situation pursuant to GT&C Section 18, Force Majeure pursuant to GT&C Section 24, or any of the circumstances provided for in Section 9 of this Rate Schedule. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed an OSS Service Agreement.

3.3 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide storage service under this Rate Schedule.

3.4 Nominations and scheduling of service under this Rate Schedule shall be in accordance with the procedures set out in Sections 11 and 12 of the GT&C.

3.5 Allocations of capacity shall be determined in accordance with Section 10 of the GT&C.

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

3.6 Transporter shall maintain an OSS Working Gas Account for Shipper, such that, subject to this Rate Schedule:

(a) Shipper's Storage Injection Quantity net of applicable Third-Party Transportation Use Gas and Third-Party Injection Use Gas will be credited to Shipper's OSS Working Gas Account balance; and

(b) Shipper's Storage Withdrawal Quantity will be deducted from Shipper's OSS Working Gas Account balance, and Shipper's Storage Withdrawal Quantity net of applicable Third-Party Transportation Use Gas will be delivered to Shipper at the Point(s) of Delivery (for purposes of withdrawals) specified in Shipper's OSS Service Agreement with Transporter.

3.7 Shipper will retain title to the Natural Gas at all times, including the Natural Gas that is transported and stored on behalf of Shipper by Transporter with the Third-Party.

3.8 Each Day, Shipper's OSS Working Gas Account balance must:

(a) be equal to or exceed its Storage Withdrawal Quantity; and

(b) be equal to or less than its OSS MSQ.

3.9 Upon expiration of the contract term as specified in Shipper's OSS Service Agreement, Shipper's OSS Working Gas Account balance must equal zero. If at the end of the contract term as specified in Shipper's OSS Service Agreement Shipper's OSS Working Gas Account balance is greater than zero, then:

(a) Any Natural Gas remaining in Shipper's OSS Working Gas Account will be sold by Third-Party pursuant to an auction process, and Transporter will remit the net proceeds it receives, if any, from Third-Party to Shipper. However, if Shipper was unable to withdraw Natural Gas from its OSS Working Gas Account due to Force Majeure, Transporter will work with Third-Party and Shipper in an attempt to provide a reasonable period for withdrawal of any remaining Natural Gas in Shipper's OSS Working Gas Account following the end of the contract term. Notwithstanding these attempts by Transporter set forth in Section 3.9(a) herein, Transporter makes no representations or warranties regarding the ability of Shipper to withdraw all of its Natural Gas from its OSS Working Gas Account or receive full compensation for such Natural Gas if Shipper's OSS Working Gas Account balance is not equal to zero upon expiration of Shipper's OSS Service Agreement.

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

(b) Payment for the remaining quantities of Natural Gas that may be sold by Third-Party and remitted to Shipper shall be provided no later than twenty-five (25) days after Transporter's receipt of any final funds from Third-Party.

3.10 Shipper may nominate Rate Schedule OSS on any Day pursuant to Section 11 of Transporter's Tariff, provided that Shipper complies with all provisions set forth in this Rate Schedule herein, Shipper's Rate Schedule OSS Service Agreement, and the GT&C of Transporter's Tariff.

3.11 If Shipper has executed both an OSS Service Agreement and a LBS Service Agreement, then Shipper will be permitted to nominate to transfer quantities of Natural Gas on a firm basis:

(a) from Shipper's OSS Working Gas Account into Shipper's LBS Account;

(b) from Shipper's LBS Account into Shipper's OSS Working Gas Account;

(c) from Shipper's OSS Working Gas Account into another Shipper's OSS Working Gas Account and/or LBS Account so long as such other Shipper has executed an OSS Service Agreement and/or a LBS Service Agreement, respectively;

(d) into Shipper's OSS Working Gas Account from another Shipper's OSS Working Gas Account and/or LBS Account as long as such other Shipper has executed an OSS Service Agreement and/or a LBS Service Agreement, respectively;

(e) from Shipper's OSS Working Gas Account to a third-party that has not executed a Service Agreement with Transporter but has executed a service agreement with Third-Party for storage services; or

(f) into Shipper's OSS Working Gas Account from a third-party that has not executed Service Agreement with Transporter but has executed a service agreement with Third-Party for storage services (collectively, (a) through (f) an "Inventory Transfer");

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

provided, however, that:

(g) on any Day, all quantities subject to the Inventory Transfer do not result in Shipper exceeding its OSS MSQ or LBS MSQ or result in Shipper's OSS Working Gas Account balance or LBS Account balance to be less than zero;

(h) on any Day, if Shipper nominates such Inventory Transfer by the Timely Nomination Cycle, then the Inventory Transfer will be effective at 12:00 p.m. CCT of the next Day;

(i) on any Day, if Shipper nominates such Inventory Transfer during the Evening Nomination Cycle, Intra-Day 1 Nomination Cycle or Intra-Day 2 Nomination Cycle, then such Inventory Transfer will be effective no later than the end of the following Day; and

(j) if Shipper has executed only a LBS Service Agreement and not an OSS Service Agreement, or if Shipper has executed only an OSS Service Agreement and not a LBS Service Agreement, the Inventory Transfers referenced in this Section 3.11(a) and 3.11(b) would not be available to such Shipper.

All such nominations made for Inventory Transfers subject to Section 3.11 herein shall be made according to the provisions set forth in Transporter's Tariff. In addition, nominations made for Inventory Transfers will be subject to the ability of Transporter to make such inventory transfers as set forth in Third-Party's currently effective FERC Gas Tariff. Furthermore, Inventory Transfers will be subject to any costs applicable to such Inventory Transfer that may be assessed on Transporter by Third-Party for conducting such Inventory Transfer. However, in the event that Transporter can administratively conduct an Inventory Transfer without such Inventory Transfer having to be nominated by Transporter and scheduled by Third-Party, then such Inventory Transfer will be conducted by Transporter on behalf of Shipper subject to the conditions set forth in this Section

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

3.11, and the Inventory Transfer will be conducted by Transporter on behalf of Shipper at zero cost.

3.12 Nothing herein shall eliminate, reduce or modify the right of Transporter to invoke Section 18 of the GT&C.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt, for both the purposes of injections and withdrawals pursuant to this Rate Schedule, shall be specified on Exhibit "A" to Shipper's OSS Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's OSS Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities of Natural Gas at the Primary Point(s) of Receipt (for purposes of injections) shall not exceed Shipper's OSS MDIQ as set forth on Exhibit "A" to Shipper's OSS Service Agreement. Total quantities of Natural Gas at the Primary Point(s) of Receipt (for purposes of withdrawals) shall not exceed Shipper's OSS MDWQ as set forth on Exhibit "A" to Shipper's OSS Service Agreement.

4.2 The Primary Point(s) of Delivery, for both purposes of injections and withdrawals pursuant to this Rate Schedule, shall be specified on Exhibit "A" to Shipper's OSS Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's OSS Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Delivery or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Delivery or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

quantities of Natural Gas at the Primary Point(s) of Delivery (for purposes of injections) shall not exceed Shipper's OSS MDIQ as set forth on Exhibit "A" to Shipper's OSS Service Agreement less the sum of Third-Party Transportation Use Gas and Third-Party Injection Use Gas. Total quantities of Natural Gas at the Primary Point(s) of Delivery (for purposes of withdrawals) shall not exceed Shipper's OSS MDWQ as set forth on Exhibit "A" to Shipper's OSS Service Agreement less Third-Party Transportation Use Gas.

4.3 Shipper's Storage Withdrawal Quantity on any Day shall be considered by Transporter to be delivered pursuant to the hourly rates of flow applicable to Shipper's firm transportation Service Agreement utilized to deliver such Storage Withdrawal Quantity by Transporter.

4.4 Shipper will be permitted to utilize Alternative Vector Points of Receipt to nominate its Storage Injection Quantity; provided however, on any Day:

(a) Shipper's Storage Injection Quantity utilizing Alternative Vector Points of Receipt must be nominated by Shipper and scheduled by Transporter pursuant to the provisions set forth in this Rate Schedule, Shipper's Rate Schedule OSS Service Agreement and the GT&C of Transporter's Tariff;
(b) Shipper's Storage Injection Quantity utilizing Alternative Vector Points of Receipt must be confirmed and scheduled by Vector;
(c) the total of Shipper's Storage Injection Quantity utilizing Primary Points of Receipt and Storage Injection Quantity utilizing Alternative Vector Points of Receipt shall not exceed Shipper's OSS MDIQ; and
(d) Shipper's Storage Injection Quantity utilizing Alternative Vector Points of Receipt will not be considered to be received by Shipper from Vector into Transporter for purposes of Section 3.1(d) of this Rate Schedule.

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

5. RATES AND CHARGES

5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of Transporter's Tariff and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule OSS Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff.

5.2 Service hereunder shall be subject to the following charges:

(a) A monthly reservation charge equal to the product of (i) the OSS MSQ specified in Shipper's executed OSS Service Agreement; and (ii) the applicable maximum Rate Schedule OSS Reservation Rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;

(b) A usage charge equal to the product of the (i) Storage Withdrawal Quantity, less applicable Third-Party Transportation Use Gas, delivered by Transporter for Shipper or for Shipper's account on each Day in the Month; and (ii) applicable maximum Rate Schedule OSS withdrawal usage rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

5. RATES AND CHARGES

5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of Transporter's Tariff and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule OSS Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff. Subject to Section 26.3 of the GT&C, Transporter may adjust the maximum rate under this Rate Schedule to reflect changes in the charges and fees Transporter pays to the Third-Party providing the underlying service to Transporter.

5.2 Service hereunder shall be subject to the following charges:

(a) A monthly reservation charge equal to the product of (i) the OSS MSQ specified in Shipper's executed OSS Service Agreement; and (ii) the applicable maximum Rate Schedule OSS Reservation Rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;

(b) A usage charge equal to the product of the (i) Storage Withdrawal Quantity, less applicable Third-Party Transportation Use Gas, delivered by Transporter for Shipper or for Shipper's account on each Day in the Month; and (ii) applicable maximum Rate Schedule OSS withdrawal usage rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

(c) A usage charge equal to the product of the (i) Storage Injection Quantity, less applicable Third-Party Transportation Use Gas and Third-Party Injection Use Gas, delivered by Transporter for Shipper or for Shipper's account on each Day in the Month; and (ii) applicable maximum Rate Schedule OSS injection usage rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;

(d) Charges that Transporter may be assessed from time to time by Third-Party as a result of Transporter's provision of Rate Schedule OSS contemplated herein, including, but not limited to:

(i) all applicable taxes that may be assessed against Third-Party for the receipt, injection, storage, withdrawal and/or delivery of Natural Gas by Transporter on behalf of Shipper; and

(ii) all ad valorem taxes, property taxes and/or other similar taxes assessed against and paid by Third-Party associated with Natural Gas stored by Transporter on behalf of Shipper, and

(iii) all other fees and charges as set forth in Third-Party's currently effective FERC tariff that are applicable to the rate schedule pursuant to which Third-Party is providing service to Transporter; and

(e) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, including Section 7 herein, Shipper's Rate Schedule OSS Service Agreement, and the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.2, 18.5, 31 and 34.

5.3 All charges that may be assessed to Transporter by Third-Party as contemplated in Section 5.2(d) herein will be recovered from all Rate Schedule OSS Shippers in accordance with the mechanism set forth in Section 5.4 herein.

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

5.4 In any Month, should Transporter incur any charges as set forth in Section 5.2(d) herein ("Unrecovered OSS Costs"), then all such Unrecovered OSS Costs will be summed by Transporter for that Month. Shipper will be responsible for its pro rata share of the Unrecovered OSS Costs incurred by Transporter in that Month, whereby Shipper's pro rata share will be defined as the percentage of Shipper's OSS MSQ for that Month divided by the sum of the total OSS MSQ of all Shippers in that Month. The Unrecovered OSS Costs will be invoiced to Shipper on the same monthly invoice as the charges set forth in Section 5.2 herein and will be subject to the same terms and conditions as set forth in Transporter's Tariff.

5.5 Shipper shall have the option to verify any modified rates or charges imposed by Third-Party on Transporter pursuant to Section 5.2(d) herein, subject to the provisions of this Section 5.5. Upon request of Shipper, Transporter will supply for Shipper's review any documentation reasonably required by Shipper to verify any change in the existing rates for service, or any charges not supported by existing rates for such service as may exist from time-to-time. The costs associated with any verification of rates or charges contemplated in this Section 5.5 will be the responsibility of Shipper.

5.6 Should Transporter receive any credits from Third-Party that are associated with Rate Schedule OSS charges or fees for which Shipper has previously paid, then Transporter agrees to apply any such credits to Shipper's next monthly invoice immediately following Transporter's receipt of any such credit. Shipper's share of any such credit to be applied by Transporter will be based upon the percentage calculated by (i) the total fees and/or charges originally paid by Shipper that relate the credit received by Transporter; divided by (ii) the total fees and/or charges paid by all Shippers that relate to the credit received by Transporter.

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

5.4 In any Month, should Transporter incur any charges as set forth in Section 5.2(d) herein ("Unrecovered OSS Costs"), then all such Unrecovered OSS Costs will be summed by Transporter for that Month. Shipper will be responsible for its pro rata share of the Unrecovered OSS Costs incurred by Transporter in that Month, whereby Shipper's pro rata share will be defined as the percentage of Shipper's OSS MSQ for that Month divided by the sum of the total OSS MSQ of all Shippers in that Month. The Unrecovered OSS Costs will be invoiced to Shipper on the same monthly invoice as the charges set forth in Section 5.2 herein and will be subject to the same terms and conditions as set forth in Transporter's Tariff.

5.5 Shipper shall have the option to verify any modified rates or charges imposed by Third-Party on Transporter pursuant to Section 5.2(d) herein, subject to the provisions of this Section 5.5. Upon request of Shipper, Transporter will supply for Shipper's review any documentation reasonably required by Shipper to verify any change in the existing rates for service, or any charges not supported by existing rates for such service as may exist from time-to-time. The costs associated with any verification of rates or charges contemplated in this Section 5.5 will be the responsibility of Shipper.

5.6 Should Transporter receive any credits or rate reductions (to the extent not already reflected in a reduction in the Shipper's charges or fees) from Third-Party that are associated with Rate Schedule OSS charges or fees for which Shipper has previously paid, then Transporter agrees to apply any such credits or reductions to Shipper's next monthly invoice immediately following Transporter's receipt of any such credit. Shipper's share of any such credit or reductions to be applied by Transporter will be based upon the percentage calculated by (i) the total fees and/or charges originally paid by Shipper that relate to the credit or reduction received by Transporter; divided by (ii) the total fees and/or charges paid by all Shippers that relate to the credit or reduction received by Transporter.

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

6. THIRD-PARTY TRANSPORTATION USE GAS AND THIRD-PARTY INJECTION USE GAS

6.1 Shipper shall provide in-kind reimbursement of Third-Party Transportation Use Gas and Third-Party Injection Use Gas, as applicable, for all injections and withdrawals. Specifically, Shipper shall be responsible for Third-Party Transportation Use Gas and Third-Party Injection Use Gas associated with each of Shipper's injection transactions. Shipper shall be responsible for Third-Party Transportation Use Gas associated with each of Shipper's withdrawal transactions.

6.2 On any Day, Shipper's Storage Injection Quantity may not exceed Shipper's OSS MDIQ. Third-Party Transportation Use Gas and Third-Party Injection Use Gas will be deducted from Shipper's Storage Injection Quantity.

6.3 On any Day, Shipper's Storage Withdrawal Quantity may not exceed Shipper's OSS MDWQ. Third-Party Transportation Use Gas will be deducted from Shipper's Storage Withdrawal Quantity.

6.4 Shipper will not be permitted to net the quantity of Third-Party Transportation Use Gas or Third-Party Injection Use Gas for which Shipper would otherwise be responsible on any Day if Shipper nominates and is scheduled by Transporter to inject and withdraw quantities of Natural Gas into its OSS Working Gas Account at different nomination cycles within the Day.

6.5 Shipper's OSS Working Gas Account balance will be credited or reduced, as applicable, on a quarterly basis pursuant to Section 32A of the GT&C of Transporter's Tariff to reflect the Third-Party Use Gas Adjustment.

7. BILLING AND PAYMENT

The monthly bill for Natural Gas storage under this Rate Schedule shall be equal to the sum of the charges set forth in Section 5 of this Rate Schedule and pursuant to Section 8 of the GT&C.

8. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule OSS shall be determined in accordance with the provisions of Section 13 of the GT&C.

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

9. IMPAIRMENT OF RECEIPTS AND DELIVERIES

9.1 Transporter shall provide service under this Rate Schedule on a commercially reasonable efforts basis. Rate Schedule OSS is provided through the use of off-system transportation and storage, and in certain operational circumstances, Transporter may be unable to provide all or part of Shipper's contracted service hereunder. In such event, Transporter is released from all claims and liability resulting from any failure to provide service under this Rate Schedule including, but not limited to, any claim for refund of charges relating to the service, except if such claims and liabilities result from the gross negligence or willful misconduct of Transporter.

9.2 In the event that Transporter, on any Day, is unable to receive and/or deliver the total confirmed nominations of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

9.3 Transporter will make commercially reasonable efforts to obtain refunds of all applicable Third-Party charges in the event that Transporter's failure to provide service pursuant to Rate Schedule OSS is a result of the failure of Third Party. Should any refunds be obtained by Transporter pursuant to this Section 9.3, the proceeds, net of all costs incurred by Transporter to obtain such refunds, shall be refunded to Rate Schedule OSS shippers.

9.4 The availability of a portion of Shipper's Storage Withdrawal Quantity during the months of April through October relies on Third Party's use of secondary receipt and delivery points on Vector's pipeline system for the delivery of such Gas to Transporter, and in the event nominations associated with the use of such secondary points are denied, then the Storage Withdrawal Quantity at Shipper's Primary Point of Delivery may be limited to an amount that is less than Shipper's OSS MDWQ during certain times.

RATE SCHEDULE OSS (Continued)
OFF-SYSTEM STORAGE SERVICE

10. MANAGEMENT OF SERVICE AND OPERATIONAL INTEGRITY
Transporter reserves the right to manage the provision of Rate Schedule OSS in the manner it deems most efficient and to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other firm Shippers in accordance with Section 12 of the GT&C.

11. GOVERNMENTAL AUTHORIZATIONS
Storage service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

12. GENERAL TERMS AND CONDITIONS
The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE LBS
LOAD BALANCING SERVICE

1. DEFINITIONS
The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY
2.1 Provided there is load balancing service available for sale by Transporter, this Rate Schedule is available to any Person for the delivery of Natural Gas without prior notice for purposes of load balancing in conjunction with the Transportation of Natural Gas by Transporter, to the extent that such Person (a) has requested service under this Rate Schedule; (b) has satisfied the requirements of Section 10 of the GT&C; (c) has entered into an LBS Service Agreement with Transporter; and (d) has entered into a Service Agreement with Transporter for firm transportation service under.
2.2 Transporter shall accept written transportation requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.
2.3 This Rate Schedule shall be available from the OSS/LBS In-Service Date through March 31, 2013, unless otherwise extended prior to March 31, 2013, subject to the conditions set forth in this Rate Schedule, in the Service Agreement, and the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE
3.1 Subject to the conditions set forth in this Rate Schedule, Shipper's firm transportation Service Agreement, the GT&C, and the executed LBS Service Agreement, service under this Rate Schedule shall be available on a daily basis for the delivery of Natural Gas at the Point(s) of Delivery set forth in Shipper's firm transportation Service Agreements with Transporter and Shipper will be permitted to:
(a) have actual quantities of Natural Gas delivered by Transporter without prior notice to Transporter that exceed Shipper's scheduled quantities of Natural Gas to be delivered from Transporter, up to Shipper's LBS Overtake MDQ as set forth in Exhibit "A" to Shipper's LBS Service Agreement; or

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

(b) have actual quantities of Natural Gas delivered by Transporter without prior notice to Transporter that are less than Shipper's scheduled quantities of Natural Gas to be delivered from Transporter, up to Shipper's LBS Undertake MDQ as set forth in Exhibit "A" to Shipper's LBS Service Agreement; except that:

(i) Shipper will not be permitted to utilize an LBS Overtake Quantity in excess of its LBS Overtake MDQ nor utilize an LBS Undertake Quantity in excess of its LBS Undertake MDQ;

(ii) Shipper will not be permitted to utilize an LBS Overtake Quantity or LBS Undertake Quantity to exceed the MDQ set forth in Exhibit "A" of Shipper's FT-1 or FT-2 Service Agreement;

(iii) Shipper's LBS Overtake Quantity or LBS Undertake Quantity will be deemed to flow at the same hourly rates of flow set forth in Transporter's Tariff applicable to Shipper's Rate Schedule FT-1 or FT-2 Firm Transportation Service Agreement under which the LBS Overtake Quantity or LBS Undertake Quantity is delivered by Transporter to Shipper;

(iv) when Shipper's LBS Account balance is equal to or greater than 90% of its LBS MSQ, then Shipper's LBS Undertake Quantity will be limited to 80% of its otherwise applicable LBS Undertake MDQ;

(v) when Shipper's LBS Account balance is equal to or less than 20% but greater than 10% of its LBS MSQ, then Shipper's LBS Overtake Quantity will be limited to 70% of its otherwise applicable LBS Overtake MDQ;

(vi) when Shipper's LBS Account balance is equal to or less than 10% of its LBS MSQ, then Shipper's LBS Overtake Quantity will be limited to 40% of its otherwise applicable LBS Overtake MDQ; and

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

(vii) On any Day, the sum of Shipper's (i) scheduled Storage Injection Quantity at its Primary Point of Receipt as set forth in Shipper's OSS Service Agreement and (ii) LBS Undertake Quantity at its Primary Point of Receipt as set forth in Shipper's LBS Service Agreement, cannot exceed the total quantity of Natural Gas actually received by Shipper from Vector into Transporter on that same Day under all of Shipper's Service Agreements for firm transportation on Transporter.

3.2 Service under this Rate Schedule shall be provided on a commercially reasonable efforts basis by Transporter up to the Shipper's LBS Overtake MDQ and LBS Undertake MDQ, except as provided in this Rate Schedule, Shipper's firm transportation Service Agreement, the GT&C, and the executed LBS Service Agreement. Conditions that may cause the LBS Undertake Quantity or LBS Overtake Quantity to be less than Shipper's LBS Overtake MDQ and LBS Undertake MDQ include curtailment or interruption under GT&C Section 12.3, an emergency situation under GT&C Section 12.4, an OFO situation pursuant to GT&C Section 18, Force Majeure pursuant to GT&C Section 24, or any of the circumstances provided for in Section 9 of this Rate Schedule. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed an LBS Service Agreement.

3.3 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide load balancing service under this Rate Schedule.

3.4 Allocations of service hereunder shall be determined in accordance with Section 10 of the GT&C.

3.5 Transporter shall maintain an LBS Account for Shipper, such that, subject to the conditions set forth in this Rate Schedule:

(a) all LBS Undertake Quantities net of applicable Third-Party Transportation Use Gas and Third-Party Injection Use Gas will be added to Shipper's LBS Account balance; and

(b) all LBS Overtake Quantities will be deducted from Shipper's LBS Account balance, and Shipper's LBS Overtake Quantity net of applicable Third-Party Transportation Use Gas will be delivered to Shipper at the Point(s) of Delivery specified in Shipper's LBS Service Agreements with Transporter.

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

3.6 Shipper will retain title to the Natural Gas at all times, including the Natural Gas stored and transported on behalf of Shipper by Transporter as accounted for in Shipper's LBS Account.

3.7 Each Day, Shipper's LBS Account balance must:
(a) be equal to or exceed its LBS Overtake Quantity; and
(b) be equal to or less than its LBS MSQ.

3.8 Upon expiration of the contract term as specified in Shipper's LBS Service Agreement, Shipper's LBS Account balance must equal zero. If, at the end of the contract term as specified in Shipper's LBS Service Agreement, Shipper's LBS Account balance is greater than zero, then:
(a) Any Natural Gas remaining in Shipper's LBS Account will be sold by Third-Party pursuant to an auction process, and Transporter will remit the net proceeds it receives, if any, from Third-Party to Shipper. However, if Shipper was unable to withdraw Natural Gas from its LBS Account due to Force Majeure, Transporter will work with Third-Party and Shipper in an attempt to provide a reasonable period for withdrawal of any remaining Natural Gas in Shipper's LBS Account following the end of the contract term. Notwithstanding these attempts by Transporter set forth in Section 3.8(a) herein, Transporter makes no representations or warranties regarding the ability of Shipper to withdraw all of its Natural Gas from its LBS Account or receive full compensation for such Natural Gas if Shipper's LBS Account balance is not equal to zero upon expiration of Shipper's LBS Service Agreement.
(b) Payment for the remaining quantities of Natural Gas that may be sold by Third-Party and remitted to Shipper shall be provided no later than twenty-five (25) days after Transporter's receipt of any final funds from Third-Party.

3.9 Nothing herein shall eliminate, reduce or modify the right of Transporter to invoke Section 18 of the GT&C.

3.10 Rate Schedule LBS does not apply to imbalances resulting from Shipper's Authorized Overrun Quantities or Unauthorized Overrun Quantities.

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

3.11 On any day, if Shipper's:
(a) LBS Undertake Quantity would result in a quantity of gas credited to its LBS Account such that its LBS Account balance would exceed its LBS MSQ; or
(b) LBS Overtake Quantity would result in a quantity of gas deducted from its LBS Account such that its LBS Account balance would be less than zero (such quantities in excess of a Shipper's LBS MSQ or such quantities which cause the Shipper's LBS Account balance to be less than zero, herein collectively "Excess Quantities").
then, such Excess Quantities will be applied to Shipper's actual quantities of Natural Gas delivered pursuant to Shipper's firm transportation Service Agreement with Transporter for purposes of calculating transportation charges, imbalances, scheduling charges and/or other applicable penalties pursuant to Transporter's Tariff.

3.12 Rate Schedule LBS may be utilized by Shipper to manage imbalances at all of the Point(s) of Delivery specified in Shipper's firm transportation Service Agreements.
(a) Any daily delivery point imbalances applicable to Shipper will be calculated pursuant to Section 14 of the GT&C;
(b) Any monthly imbalances applicable to Shipper will be calculated pursuant to Section 19 of the GT&C.

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

3.13 If Shipper has executed both an OSS Service Agreement and an LBS Service Agreement, then Shipper will be permitted to nominate to transfer quantities of Natural Gas on a firm basis:

(a) from Shipper's OSS Working Gas Account into Shipper's LBS Account;

(b) from Shipper's LBS Account into Shipper's OSS Working Gas Account;

(c) from Shipper's LBS Account into another Shipper's OSS Working Gas Account and/or LBS Account so long as such other Shipper has executed an OSS Service Agreement and/or a LBS Service Agreement, respectively;

(d) into Shipper's LBS Account from another Shipper's OSS Working Gas Account and/or LBS Account as long as such other Shipper has executed an OSS Service Agreement and/or a LBS Service Agreement, respectively;

(e) from Shipper's LBS Account to a third-party that has not executed a Service Agreement with Transporter but has executed a service agreement with Third-Party for storage services; or

(f) into Shipper's LBS Account from a third-party that has not executed Service Agreement with Transporter but has executed a service agreement with Third-Party for storage services (collectively, (a) through (f) an "Inventory Transfer");

provided, however, that:

(g) on any Day, all quantities subject to the Inventory Transfer do not result in Shipper exceeding its OSS MSQ or LBS MSQ or result in Shipper's OSS Working Gas Account balance or LBS Account balance to be less than zero;

(h) on any Day, if Shipper nominates such Inventory Transfer by the Timely Nomination Cycle, then the Inventory Transfer will be effective at 12:00 p.m. CCT of the next Day;

(i) on any Day, if Shipper nominates such Inventory Transfer during the Evening Nomination Cycle, Intra-Day 1 Nomination Cycle or Intra-Day 2 Nomination Cycle, then such Inventory Transfer will be effective no later than the end of the following Day; and

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

(j) if Shipper has executed only a LBS Service Agreement and not an OSS Service Agreement, or if Shipper has executed only an OSS Service Agreement and not a LBS Service Agreement, the Inventory Transfers referenced in this Section 3.13(a) and 3.13(b) would not be available to such Shipper.

All such nominations made for Inventory Transfers subject to Section 3.13 herein shall be made according to the provisions set forth in Transporter's Tariff. In addition, nominations made for Inventory Transfers will be subject to the ability of Transporter to make such Inventory Transfers as set forth in Third-Party's currently effective FERC Gas Tariff. Furthermore, Inventory Transfers will be subject to any costs applicable to such Inventory Transfer that may be assessed on Transporter by Third-Party for conducting such Inventory Transfer. However, in the event that Transporter can administratively conduct an Inventory Transfer without such Inventory Transfer having to be nominated by Transporter and scheduled by Third-Party, then such Inventory Transfer will be conducted by Transporter on behalf of Shipper subject to the conditions set forth in this Section 3.11, and the Inventory Transfer will be conducted by Transporter on behalf of Shipper at zero cost.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt, for both purposes of LBS Undertake Quantities and LBS Overtake Quantities, shall be specified on Exhibit "A" to Shipper's LBS Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's LBS Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities of Natural Gas at the Primary Point(s) of Receipt (for purposes of LBS Undertake Quantities) shall not exceed Shipper's LBS Undertake MDQ as set forth on Exhibit "A" to Shipper's LBS Service Agreement. Total quantities of Natural Gas at the Primary Point(s) of Receipt (for purposes of LBS Overtake Quantities) shall not exceed Shipper's LBS Overtake MDQ as set forth on Exhibit "A" to Shipper's LBS Service Agreement.

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

4.2 The Primary Point(s) of Delivery, for both the purposes of LBS Undertake Quantities and LBS Overtake Quantities, shall be specified on Exhibit "A" to Shipper's LBS Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's LBS Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Delivery or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Delivery or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities of Natural Gas at the Primary Point(s) of Delivery (for purposes of LBS Undertake Quantities) shall not exceed Shipper's LBS Undertake MDQ as set forth on Exhibit "A" to Shipper's LBS Service Agreement less Third-Party Transportation Use Gas and Third-Party Injection Gas. Total quantities of Natural Gas at the Primary Point(s) of Delivery (for purposes of LBS Overtake Quantities) shall not exceed Shipper's LBS Overtake MDQ as set forth on Exhibit "A" to Shipper's LBS Service Agreement less Third-Party Transportation Use Gas.

4.3 Shipper's LBS Overtake Quantity on any Day shall be considered by Transporter to be delivered pursuant to the hourly rates of flow applicable to Shipper's firm transportation Service Agreement utilized to deliver such LBS Overtake Quantity by Transporter.

4.4 On any Day, Shipper will be permitted to utilize Alternative Vector Points of Receipt for the limited purpose of injecting Natural Gas into its LBS Account; provided, however:

(a) Shipper's Nominated LBS Undertake Quantity must be nominated by Shipper and scheduled by Transporter pursuant to the provisions set forth in this Rate Schedule, Shipper's Rate Schedule LBS Service Agreement and the GT&C of Transporter's Tariff;

(b) Shipper's Nominated LBS Undertake Quantity must be confirmed and scheduled by Vector

(c) Shipper's Nominated LBS Undertake Quantity must be equal to or less than its LBS Undertake MDQ;

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

5. RATES AND CHARGES

5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of Transporter's Tariff and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule LBS Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff.

5.2 Service hereunder shall be subject to the following charges:

(a) A monthly reservation charge equal to the product of the (i) LBS MSQ specified in Shipper's executed LBS Service Agreement; and (ii) applicable maximum Rate Schedule LBS Reservation Rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;

(b) A usage charge equal to the product of the (i) LBS Overtake Quantity, less applicable Third-Party Transportation Use Gas, delivered by Transporter for Shipper or for Shipper's account on each Day in the Month; and (ii) the applicable maximum Rate Schedule LBS overtake usage rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

5. RATES AND CHARGES

5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of Transporter's Tariff and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule LBS Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff. Subject to Section 26.3 of the GT&C, Transporter may adjust the maximum rate under this Rate Schedule to reflect changes in the charges and fees Transporter pays to the Third-Party providing the underlying service to Transporter.

5.2 Service hereunder shall be subject to the following charges:

(a) A monthly reservation charge equal to the product of the (i) LBS MSQ specified in Shipper's executed LBS Service Agreement; and (ii) applicable maximum Rate Schedule LBS Reservation Rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;

(b) A usage charge equal to the product of the (i) LBS Overtake Quantity, less applicable Third-Party Transportation Use Gas, delivered by Transporter for Shipper or for Shipper's account on each Day in the Month; and (ii) the applicable maximum Rate Schedule LBS overtake usage rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

(c) A usage charge equal to the product of the (i) LBS Undertake Quantity, less applicable Third-Party Transportation Use Gas and Third-Party Injection Use Gas, delivered by Transporter for Shipper or for Shipper's account on each Day in the Month; and (ii) the applicable maximum Rate Schedule LBS undertake usage rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;

(d) Any costs assessed by Third-Party to Transporter in order for Transporter to proactively manage Transporter's provision of Rate Schedule LBS ("Proactive Management"), whereby such Proactive Management is conducted by Transporter, in its sole discretion, to mitigate the need for Transporter to issue an OFO on any Day resulting from Transporter's provision of Rate Schedule LBS;

(e) Charges that Transporter may be assessed from time to time by Third-Party as a result of Transporter's provision of Rate Schedule LBS contemplated herein, including, but not limited to:

(i) all applicable taxes that may be assessed against Third-Party for the receipt, injection, storage, withdrawal and/or delivery of Natural Gas by Transporter on behalf of Shipper;

(ii) all ad valorem taxes, property taxes and/or other similar taxes assessed against and paid by Third-Party associated with Natural Gas stored by Transporter on behalf of Shipper, and

(iii) all other fees and charges as set forth in Third-Party's currently effective FERC tariff that are applicable to the rate schedule pursuant to which Third-Party is providing service to Transporter; and

(f) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, including Section 7 herein, Shipper's Rate Schedule LBS Service Agreement, and the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.2, 18.5, 31 and 34.

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

5.3 All charges that may be assessed to Transporter by Third-Party as contemplated in Sections 5.2(d) and 5.2(e) herein will be recovered from all Rate Schedule LBS Shippers in accordance with the mechanism set forth in Section 5.4 herein.

5.4 In any Month, should Transporter incur any charges as set forth in Sections 5.2(d) and 5.2(e) herein ("Unrecovered LBS Costs"), then all such Unrecovered LBS Costs will be summed by Transporter for that Month. Shipper will be responsible for its pro rata share of the Unrecovered LBS Costs incurred by Transporter in that Month, whereby Shipper's pro rata share will be defined as the percentage of Shipper's LBS MSQ in that Month divided by the sum of the total LBS MSQ of all Shippers in that Month. The Unrecovered LBS Costs will be invoiced to Shipper on the same monthly invoice as the charges set forth in Section 5.2 herein and will be subject to the same terms and conditions as set forth in Transporter's Tariff.

5.5 Shipper shall have the option to verify any modified rates or charges imposed by Third-Party on Transporter pursuant to Section 5.2(e) herein, subject to the provisions of this Section 5.5. Upon request of Shipper, Transporter will supply for Shipper's review any documentation reasonably required by Shipper to support and/or verify any change in the existing rates for service, or any charges not supported by existing rates for such service as may exist from time-to-time. The costs associated with any verification of rates or charges contemplated in this Section 5.5 will be the responsibility of Shipper. Notwithstanding the verification provisions of this Section 5.5, under no circumstances shall Shipper be permitted to challenge the prudence or reasonableness of any Proactive Management decisions made by Transporter that result in any charges pursuant to Section 5.2(d).

5.6 Should Transporter receive any credits from Third-Party that are associated with Rate Schedule LBS charges or fees for which Shipper has previously paid, then Transporter agrees to apply any such credits to Shipper's next monthly invoice immediately following Transporter's receipt of any such credit. Shipper's share of any such credit to be applied by Transporter will be based upon the percentage calculated by (i) the total fees and/or charges originally paid by Shipper that relate the credit received by Transporter; divided by (ii) the total fees and/or charges paid by all Shippers that relate to the credit received by Transporter.

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

5.3 All charges that may be assessed to Transporter by Third-Party as contemplated in Sections 5.2(d) and 5.2(e) herein will be recovered from all Rate Schedule LBS Shippers in accordance with the mechanism set forth in Section 5.4 herein.

5.4 In any Month, should Transporter incur any charges as set forth in Sections 5.2(d) and 5.2(e) herein ("Unrecovered LBS Costs"), then all such Unrecovered LBS Costs will be summed by Transporter for that Month. Shipper will be responsible for its pro rata share of the Unrecovered LBS Costs incurred by Transporter in that Month, whereby Shipper's pro rata share will be defined as the percentage of Shipper's LBS MSQ in that Month divided by the sum of the total LBS MSQ of all Shippers in that Month. The Unrecovered LBS Costs will be invoiced to Shipper on the same monthly invoice as the charges set forth in Section 5.2 herein and will be subject to the same terms and conditions as set forth in Transporter's Tariff.

5.5 Shipper shall have the option to verify any modified rates or charges imposed by Third-Party on Transporter pursuant to Section 5.2(e) herein, subject to the provisions of this Section 5.5. Upon request of Shipper, Transporter will supply for Shipper's review any documentation reasonably required by Shipper to support and/or verify any change in the existing rates for service, or any charges not supported by existing rates for such service as may exist from time-to-time. The costs associated with any verification of rates or charges contemplated in this Section 5.5 will be the responsibility of Shipper. Notwithstanding the verification provisions of this Section 5.5, under no circumstances shall Shipper be permitted to challenge the prudence or reasonableness of any Proactive Management decisions made by Transporter that result in any charges pursuant to Section 5.2(d).

5.6 Should Transporter receive any credits or rate reductions (to the extent not already reflected in a reduction in the Shipper's charges or fees) from Third-Party that are associated with Rate Schedule LBS charges or fees for which Shipper has previously paid, then Transporter agrees to apply any such credits or reductions to Shipper's next monthly invoice immediately following Transporter's receipt of any such credit. Shipper's share of any such credit or reductions to be applied by Transporter will be based upon the percentage calculated by (i) the total fees and/or charges originally paid by Shipper that relate to the credit or reduction received by Transporter; divided by (ii) the total fees and/or charges paid by all Shippers that relate to the credit or reduction received by Transporter.

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

6. THIRD-PARTY TRANSPORTATION USE GAS AND THIRD-PARTY INJECTION USE GAS
   6.1 Shipper shall provide in-kind reimbursement of Third-Party Transportation Use Gas and Third-Party Injection Use Gas, as applicable, for all LBS Undertake Quantities and LBS Overtake Quantities. Specifically, Shipper shall be responsible for Third-Party Transportation Use Gas and Third-Party Injection Use Gas associated with all of Shipper's LBS Undertake Quantities. Shipper shall be responsible for Third-Party Transportation Use Gas associated with all of Shipper's LBS Overtake Quantities.
   6.2 On any Day, Shipper's LBS Undertake Quantity may not exceed Shipper's LBS Undertake MDQ. Third-Party Transportation Use Gas and Third-Party Injection Use Gas will be deducted from Shipper's LBS Undertake Quantity.
   6.3 On any Day, Shipper's LBS Overtake Quantity may not exceed Shipper's LBS Overtake MDQ. Third-Party Transportation Use Gas will be deducted from Shipper's LBS Overtake Quantity.
   6.4 Shipper will not be permitted to net the quantity of Third-Party Transportation Use Gas or Third-Party Injection Use Gas for which Shipper would otherwise be responsible on any Day if Shipper utilizes both LBS Undertake Quantities and LBS Overtake Quantities at different nomination cycles within the Day.
   6.5 Shipper's LBS Account balance will be credited or reduced, as applicable, on a quarterly basis pursuant to Section 32A of the GT&C of Transporter's Tariff to reflect the Third-Party Use Gas Adjustment.

7. BILLING AND PAYMENT
   The monthly bill for Natural Gas storage under this Rate Schedule shall be equal to the sum of the charges set forth in Section 5 of this Rate Schedule and pursuant to Section 8 of the GT&C.
8. DETERMINATION OF RECEIPTS AND DELIVERIES
   Receipts and deliveries of Natural Gas under this Rate Schedule LBS shall be determined in accordance with the provisions of Section 13 of the GT&C.

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

9. IMPAIRMENT OF RECEIPTS AND DELIVERIES

9.1 Transporter shall provide service under this Rate Schedule on a commercially reasonable efforts basis. Rate Schedule LBS is provided through the use of Transporter line pack and off-system transportation and storage, and that in certain operational circumstances, Transporter may be unable to provide all or part of Shipper's contracted service hereunder. In such event, Transporter is released from all claims and liability resulting from any failure to provide service under this Rate Schedule including, but not limited to, any claim for refund of charges relating to the services, except if such claims and liabilities result from the gross negligence or willful misconduct of Transporter.

9.2 In the event that Transporter, on any Day, is unable to receive and/or deliver the total confirmed nominations of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

9.3 Transporter will make commercially reasonable efforts to obtain refunds of all applicable Third-Party charges in the event that Transporter's failure to provide service pursuant to Rate Schedule LBS is a result of the failure of Third Party. Should any refunds be obtained by Transporter pursuant to this Section 9.3, the proceeds, net of all costs incurred by Transporter to obtain such refunds, shall be refunded to Rate Schedule LBS shippers.

10. MANAGEMENT OF SERVICE AND OPERATIONAL INTEGRITY

Transporter reserves the right to manage the provision of Rate Schedule LBS in the manner it deems most efficient and to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other firm Shippers in accordance with Section 12 of the GT&C.

11. GOVERNMENTAL AUTHORIZATIONS

Storage service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

12. GENERAL TERMS AND CONDITIONS
The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE LBS (Continued)
LOAD BALANCING SERVICE

(d) On any Day, the total of Shipper's Nominated LBS Undertake Quantity and any other LBS Undertake Quantity shall not exceed Shipper's LBS Undertake MDQ; and
(e) Shipper's Nominated LBS Undertake Quantity will not be considered to be received by Shipper from Vector into Transporter for purposes of Section 3.1(vii) of this Rate Schedule.

4.5 Notwithstanding anything in this Rate Schedule to the contrary, until the in-service date of the facilities approved by the Commission in Docket No. CP07-8-000, on any Day, Shipper shall be permitted to nominate, pursuant to the provisions of Section 11 of the GT&C, the withdrawal at any Alternative Vector Points of Receipt of an amount of Natural Gas equivalent to Shipper's LBS Overtake Quantity as set forth on Shipper's executed LBS Service Agreement. On any Day that Shipper nominates a withdrawal pursuant to this Section 4.5, Shipper shall be deemed to have waived its rights to receive service under Section 3.1 of this Rate Schedule.

Effective Date: 04/01/2008 Status: Effective
FERC Docket: RP08-227-000

Sheet Nos. 44 - 49 Sheet Nos. 44 - 49 : Pending

SHEETS RESERVED FOR FUTURE USE

Sheet Nos. 44-49 are reserved for future use.

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meanings set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

2.1 This Rate Schedule is available to any Person that has (a) requested transportation service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for interruptible transportation service under this Rate Schedule, and thus is a Shipper.

2.2 Transporter shall accept written transportation requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 This Rate Schedule shall apply to the transportation of Natural Gas, on an interruptible basis, when and to the extent that Transporter determines that capacity is available in its existing Pipeline Facilities and at its existing Points of Receipt and Points of Delivery sufficient to provide service up to the quantity nominated by Shipper.

3.2 Service under this Rate Schedule shall be available on a daily basis for the receipt at Point(s) of Receipt of Natural Gas, the transportation of quantities of Natural Gas and the delivery at Point(s) of Delivery of Natural Gas up to the quantity nominated by Shipper under its IT-1 Service Agreement. All such nominated quantities that Transporter confirms and schedules shall be received by Transporter at the nominated Point(s) of Receipt, and Thermally Equivalent Quantities shall be delivered to Shipper or for Shipper's account at the nominated Point(s) of Delivery. Service under this Rate Schedule shall be

RATE SCHEDULE IT-1 (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

interruptible. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed an IT-1 Service Agreement.

3.3 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or expand the capacity of its Pipeline Facilities in order to provide transportation service under this Rate Schedule.

3.4 Nominations and scheduling of service under this Rate Schedule shall be in accordance with the procedures set forth in Sections 11 and 12 of the GT&C.

3.5 Allocations of capacity shall be determined in accordance with Section 10 of the GT&C.

4. POINTS OF RECEIPT AND DELIVERY, AND UNIFORM QUANTITIES

4.1 All Points of Receipt into Transporter's Pipeline Facilities from Joliet, Illinois to Ixonia, Wisconsin shall be available on an interruptible basis for nomination by Shippers who have executed an IT-1 Service Agreement.

4.2 All Points of Delivery out of Transporter's Pipeline Facilities from Joliet, Illinois to Ixonia, Wisconsin shall be available on an interruptible basis for nomination by Shippers who have executed an IT-1 Service Agreement.

4.3 Shipper shall deliver or cause to be delivered Natural Gas into Transporter's Pipeline Facilities at uniform rates of flow in accordance with Section 15 of the GT&C.

5. RATES AND CHARGES

5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of Transporter's Tariff and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's

RATE SCHEDULE IT-1 (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

effective Rate Schedule IT-1 Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff.

5.2 Service hereunder shall be subject to the following charges:

(a) A usage charge equal to the product of the applicable maximum Rate Schedule IT-1 Rate shown on the currently effective Statement of Rates of Transporter's Tariff, or such other rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the quantity of Natural Gas delivered by Transporter to Shipper or for Shipper's account in the Month;

(b) Incidental charges necessary to recoup regulatory filing fees or similar fees incurred by Transporter in rendering service under this Rate Schedule; and

(c) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Shipper's Rate Schedule IT-1 Service Agreement, and the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.2, 18.5, 31 and 34.

6. TRANSPORTER'S USE GAS

Shipper shall provide at the Point(s) of Receipt Transporter's Use Gas in-kind, as may be set forth and in effect from time to time on Statement of Rates of Transporter's Tariff.

7. BILLING AND PAYMENT

The monthly bill for Natural Gas transportation under this Rate Schedule shall be equal to the sum of the applicable charges set forth in Section 5 of this Rate Schedule and Section 8 of the GT&C.

RATE SCHEDULE IT-1 (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

8. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule IT-1 shall be determined in accordance with the provisions of Section 13 of the GT&C.

9. IMPAIRMENT OF RECEIPTS AND DELIVERIES

In the event that Transporter, on any Day, is unable to receive and/or deliver the total confirmed nominations of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

10. OPERATIONAL INTEGRITY

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to firm Shippers in accordance with Section 12 of the GT&C.

11. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

12. GENERAL TERMS AND CONDITIONS

The GT&C of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE IT-2
INTERRUPTIBLE TRANSPORTATION SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for interruptible transportation service under this Rate Schedule, and thus is a Shipper.

2.2 Transporter shall accept transportation requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 This Rate Schedule shall apply to the transportation of Natural Gas, on an interruptible basis, when and to the extent that Transporter determines that capacity is available in its existing Pipeline Facilities and at its existing Points of Receipt and Points of Delivery sufficient to provide service up to the quantity nominated by Shipper.

3.2 Service under this Rate Schedule shall be available on a daily basis for the receipt at Point(s) of Receipt of Natural Gas up to the MDQ set forth on Exhibit "A" to Shipper's IT-2 Service Agreement, the transportation of such quantities of Natural Gas, and the delivery at Point(s) of Delivery of Natural Gas up to such MDQ. All such quantities shall be received by Transporter at the Point(s) of Receipt and Thermally Equivalent Quantities less Transporter Use Gas quantities shall be delivered to Shipper or for Shipper's account at the Point(s) of Delivery. Service under this Rate Schedule shall be interruptible up to Shipper's MDQ except as provided in this Rate Schedule, the GT&C, and the executed Service Agreement. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed a Rate Schedule IT-2 Service Agreement.

RATE SCHEDULE IT-2 (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

3.3 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide transportation service under this Rate Schedule.

3.4 Nominations and scheduling of service under this Rate Schedule shall be in accordance with the procedures set out in Sections 11 and 12 of the GT&C.

3.5 Allocations of capacity shall be determined in accordance with Section 13 of the GT&C.

4. POINTS OF RECEIPT AND DELIVERY, AND UNIFORM QUANTITIES

4.1 All Points of Receipt into Transporter's Pipeline Facilities shall be available on an interruptible basis for nomination by Shippers who have executed an IT-2 Service Agreement.

4.2 All Points of Delivery out of Transporter's Pipeline Facilities shall be available on an interruptible basis for nomination by Shippers who have executed an IT-2 Service Agreement.

4.3 Shipper shall deliver or cause to be delivered into Transporter's Pipeline Facilities Natural Gas at rates of flow in accordance with Section 15 of the GT&C.

RATE SCHEDULE IT-2 (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

5. RATES AND CHARGES

5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule IT-2 Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff.

5.2 Service hereunder shall be subject to the following charges:

(a) A usage charge equal to the product of the applicable maximum Rate Schedule IT-2 Usage Rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the quantity of Natural Gas delivered by Transporter for Shipper or for Shipper's account on each Day in the Month;

(b) Incidental charges necessary to recoup regulatory filing fees or similar fees incurred by Transporter in rendering service under this Rate Schedule;

(c) Applicable charges for daily and hourly Authorized Overrun volumes, if any; and

(d) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Shipper's Rate Schedule IT-2 Service Agreement, and the GT&C.

RATE SCHEDULE IT-2 (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

6. AUTHORIZED OVERRUN

6.1 On any Day, Shipper may elect, with the prior approval of Transporter, to separately nominate quantities in excess of its MDQ. Scheduled quantities in excess of Shipper's total MDQ shall be deemed to be Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for daily Authorized Overrun quantities shall be the Rate Schedule IT-2 Maximum Daily Overrun Rate, as set forth on the Statement of Rates and shall be applied only to those quantities in excess of Shipper's MDQ.

6.2 During any hour, Shipper may elect, with the prior approval of Transporter, to receive quantities in excess of the MHDO as set forth in Section 15.3 of the GT&C. Such quantities in excess of the MHDO shall be deemed to be Hourly Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for Hourly Authorized Overrun quantities shall be the Rate Schedule IT-2 Maximum Daily Overrun Rate, as set forth on the Statement of Rates, divided by 24 and applied only to those quantities in excess of Shipper's MHDO.

RATE SCHEDULE IT-2 (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

7. UNAUTHORIZED OVERRUN

7.1 To the extent that Shipper delivers to or receives from Transporter quantities of Natural Gas on any Day in excess of Shipper's MDQ without prior approval of Transporter, such quantities shall be deemed to be daily Unauthorized Overrun. In addition to the Authorized Overrun Charge, Shipper shall pay a charge for each Dekatherm of Unauthorized Overrun equal to two (2) times the Rate Schedule IT-2 Maximum Usage Rate. When such Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 7.1, Shipper thereafter shall pay for each Dekatherm of Unauthorized Overrun a charge equal to the greater of $10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported.

7.2 During any hour, to the extent Shipper receives from Transporter quantities of Natural Gas in excess of the MHDO, as set forth in Section 15.3 herein, without prior approval of Transporter, such quantities shall be deemed to be Hourly Unauthorized Overrun. In addition to the Hourly Authorized Overrun Charge, Shipper shall pay a charge for each Dekatherm of Hourly Unauthorized Overrun equal to two (2) times the maximum rate for Rate Schedule IT-2 divided by twenty-four (24). When such Hourly Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Hourly Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 7.2, Shipper thereafter shall pay for each Dekatherm of Hourly Unauthorized Overrun, a charge equal to the greater of $10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported divided by 24.

7.3 Shipper shall pay only one Unauthorized Overrun charge when Shipper's Hourly Unauthorized Overrun results in a Daily Unauthorized Overrun. Shipper shall pay the higher of the Daily Unauthorized Overrun amount calculated pursuant to Section 7.1 above or the sum of the Hourly Unauthorized amount(s) calculated pursuant to Section 7.2 above.

RATE SCHEDULE IT-2 (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

8. TRANSPORTER'S USE GAS

Shipper shall provide at the Point(s) of Receipt Transporter's Use Gas in-kind, as may be set forth and in effect from time to time on the Statement of Rates of Transporter's Tariff.

9. BILLING AND PAYMENT

The monthly bill for Natural Gas transportation under this Rate Schedule shall be equal to the sum of the charges set forth in Section(s) 5, 6, and 7 of this Rate Schedule and pursuant to Section 8 of the GT&C.

10. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule IT-2 shall be determined in accordance with the provisions of Section 13 of the GT&C.

11. IMPAIRMENT OF RECEIPTS AND DELIVERIES

In the event that Transporter, on any Day, is unable to receive and/or deliver the total scheduled quantities of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

12. OPERATIONAL INTEGRITY

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other Shippers in accordance with Section 12 of the GT&C.

RATE SCHEDULE IT-2 (Continued)
INTERRUPTIBLE TRANSPORTATION SERVICE

13. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

14. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

Sheet Nos. 61 - 69 Sheet Nos. 61 - 69

SHEETS RESERVED FOR FUTURE USE

Sheet Nos. 61-69 are reserved for future use

RATE SCHEDULE EAW
ENHANCED AGGREGATION AND WHEELING SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meanings set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for service under this Rate Schedule, and thus is a Shipper.

2.2 Service under this Rate Schedule will be available at EAW Points.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 The service provided hereunder is the enhanced aggregation and wheeling of Natural Gas up to the MDQ set forth in the Service Agreement, subject to the availability of capacity, the GT&C and the further provisions of the Service Agreement. Enhanced aggregation and wheeling shall be defined as the aggregation of Natural Gas from one or more physical and/or virtual Points of Receipt at or upstream of Transporter's Joliet, Illinois compressor station to a single EAW Point; and the disaggregation of Natural Gas from such EAW Point to one or more physical and/or virtual Points of Delivery at or upstream of Transporter's Joliet, Illinois compressor station under this Rate Schedule or Points of Delivery downstream of Transporter's Joliet, Illinois compressor station under another Service Agreement. This Rate Schedule shall apply to all enhanced aggregation and wheeling service rendered by Transporter for Shipper, pursuant to Transporter's blanket certificate or Part 284 of the regulations of the FERC and the executed Service Agreement for service under this Rate Schedule.

3.2 In order to accommodate the priority of service consistent with Section 12 of the GT&C, enhanced aggregation and wheeling service shall be designated as either firm or interruptible. Shipper shall execute a separate Service Agreement under this Rate Schedule for firm enhanced aggregation and wheeling service or for interruptible enhanced aggregation and wheeling service, as applicable.

RATE SCHEDULE EAW (Continued)
ENHANCED AGGREGATION AND WHEELING SERVICE

Shipper electing firm service under this Rate Schedule EAW shall designate firm Primary Point(s) of Receipt with associated MDRO and firm Primary Point(s) of Delivery with associated MDDO on Exhibit "A" of the Rate Schedule EAW Service Agreement. If Designated Limited Notice Points of Receipt are also applicable pursuant to Section 3.3 below, then such points and quantities shall also be specified on Exhibit "A."

3.3 Linking EAW Service With FT-1 or FT-2 Service

(a) If a firm Shipper under this Rate Schedule EAW is also a Shipper under Transporter's Rate Schedule(s) FT-1 or FT-2, then Shipper may elect to link the two agreements by so designating such linkage in Exhibit "A" to Shipper's Rate Schedule EAW Service Agreement. To the extent that Shipper has linked its Service Agreement hereunder with a Rate Schedule(s) FT-1 or FT-2 Service Agreement, Shipper shall designate the desired quantity at each primary Point of Receipt and the Limited Notice Quantity at each specified Primary Point of Receipt on Exhibit "A" of Shipper's Rate Schedule EAW Service Agreement and an equivalent primary receipt point quantity and Limited Notice Quantity at the EAW Point as its Primary Point of Receipt on Exhibit "A" of its Rate Schedule FT-1 Service Agreement or Rate Schedule FT-2 Service Agreement.

(b) If a firm Shipper under this Rate Schedule (i) is also a Shipper under Transporter's Rate Schedule(s) FT-1 or FT-2, and (ii) has a Maximum Daily Quantity under its Rate Schedule EAW Service Agreement at least equal to its Limited Notice Quantity, then Shipper may elect to exercise its Rate Schedule FT-1 or Rate Schedule FT-2 Designated Limited Notice Point(s) of Receipt rights for use under such Rate Schedule EAW Service Agreement to receive Natural Gas hereunder up to its Limited Notice Quantity in accordance with Section 17.2 of the GT&C, provided that such an election shall not create or be deemed to create a Limited Notice Quantity entitlement for such Shipper greater than that quantity to which Shipper would otherwise be entitled under Rate Schedule(s) FT-1 or FT-2. A Shipper's election to exercise its Designated Limited Notice Point(s) of Receipt rights in conjunction with its service under this Rate Schedule shall be set forth in Exhibit "A" to Shipper's Rate Schedule EAW Service Agreement.

RATE SCHEDULE EAW (Continued)
ENHANCED AGGREGATION AND WHEELING SERVICE

3.3 Linking EAW Service With FT-1 or FT-2 Service (Continued)

(c) To the extent that Shipper has linked its Rate Schedule EAW Service Agreement with a Rate Schedule(s) FT-1 or FT-2 Service Agreement, in the event that Transporter's Use Gas included in Transporter's Tariff under Statement of Rates changes, such fuel adjustment will modify the total MDQ + Fuel, MDRO + Fuel and the MDDO + Fuel included in Exhibit "A" of Shipper's Rate Schedule EAW Service Agreement. Subject to the provisions of Transporter's Tariff, Transporter and Shipper shall amend Exhibit "A" accordingly.

(d) The Base MDQ set forth in Exhibit "A" of Shipper's Rate Schedule EAW Service Agreement shall be equal to the currently effective MDQ of the linked Rate Schedule FT-1 or FT-2 Service Agreement. Upon any change in such linked agreement MDQ: Shipper shall notify Transporter of the desired allocation of the restated Base MDRO and MDRO + Fuel among Point(s) of Receipt, the desired allocation of the restated Base MDDO and MDDO + Fuel among Point(s) of Delivery and the desired Limited Notice Quantity; and, subject to the provisions of Transporter's Tariff, Transporter and Shipper shall amend Exhibit "A" accordingly.

RATE SCHEDULE EAW (Continued)
ENHANCED AGGREGATION AND WHEELING SERVICE

3.4 Service under this Rate Schedule shall be provided as follows:

(a) Shipper shall submit an Aggregation Nomination that shall be a nomination on Shipper's Service Agreement(s) under this Rate Schedule identifying the quantity of Natural Gas to be delivered from specified Point(s) of Receipt to Shipper's EAW Point as specified in the Service Agreement under this Rate Schedule.

(b) Shipper must also submit a Disaggregation Nomination on Shipper's Service Agreement under this Rate Schedule or another of Transporter's Rate Schedules identifying the business entity (and package ID if so desired) and quantity of Natural Gas that Shipper authorizes to be delivered from the specified EAW Point to related Service Agreements. Such nomination must be in accordance with Section 11 of the GT&C with respect to nomination procedures and timelines.

(c) Total daily quantities of Natural Gas delivered to the EAW Point under Aggregation Nomination(s) must equal the total daily quantities of Natural Gas nominated from that EAW Point under Disaggregation Nomination(s). To the extent that Shipper's Aggregation Nomination(s) to the EAW Point and Disaggregation Nomination(s) from that EAW Point do not balance, Transporter shall balance such nominations during the applicable nomination cycle in the following manner:

(1) In the event the total quantity of the Aggregation Nomination(s) is in excess of the total quantity of the Disaggregation Nomination(s), Transporter shall reduce Shipper's Aggregation Nomination(s) using the schedule ranks provided by Shipper to Transporter.

RATE SCHEDULE EAW (Continued)
ENHANCED AGGREGATION AND WHEELING SERVICE

(2) In the event the total quantity of the Disaggregation Nomination(s) is in excess of the total of the Aggregation Nomination(s), Transporter shall use Shipper's schedule ranks on the Disaggregation Nomination(s) provided by Shipper to determine reductions under the related Service Agreements into which Natural Gas is being delivered from the EAW Point.

(A) To the extent that multiple transactions exist within a Service Agreement, then the schedule ranks on the transactions received at said EAW Point shall be used to make reductions at the transaction level.

(B) To the extent that Transporter does not receive schedule ranks on either the Disaggregation Nomination(s), the Aggregation Nomination(s) or the transportation transactions under which Natural Gas is being delivered from the EAW Point, Transporter shall make reductions on a pro-rata basis; provided, however, that Transporter shall reduce transactions from physical points prior to reducing transactions that do not involve the physical movement of Natural Gas.

3.5 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or expand the capacity of its Pipeline Facilities in order to provide enhanced aggregation and wheeling service under this Rate Schedule.

4. RATES AND CHARGES

4.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of Transporter's Tariff and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule EAW Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff.

RATE SCHEDULE EAW (Continued)
ENHANCED AGGREGATION AND WHEELING SERVICE

4.2 Service hereunder shall be subject to the following charges:

(a) For firm service, a reservation charge equal to the product of the applicable Rate Schedule EAW Reservation Rate shown on the currently effective Statement of Rates of Transporter's Tariff or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the MDQ specified in Shipper's executed Rate Schedule EAW Service Agreement;

(b) For interruptible service, a usage charge equal to the product of the Rate Schedule EAW Usage Rate shown on the currently effective Statement of Rates of Transporter's Tariff, or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the quantity of Natural Gas delivered by Transporter to the EAW Point on each Day in the Month;

(c) Applicable charges for Authorized Overrun volumes, if any, equal to the maximum Authorized Overrun rates shown on the currently effective Statement of Rates of Transporter's Tariff or such other overrun rate to which Transporter specifically agrees multiplied by the quantity of Natural Gas delivered for Shipper or Shipper's account on each Day in the Month as Authorized Overrun; and

(d) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Shipper's Rate Schedule EAW Service Agreement, and the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.2 and 18.3.

5. AUTHORIZED OVERRUN

If Shipper has executed a firm Service Agreement under this Rate Schedule EAW, Shipper may elect on any day, with the prior approval of Transporter, to receive, ship and deliver quantities in excess of its MDQ, MDRO or MDDO. Such quantities in excess of Shipper's total MDQ, MDRO or MDDO shall be deemed to be Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for Authorized Overrun volumes shall be the 100 percent load factor equivalent of the maximum EAW rate applied only to those quantities in excess of MDQ, and shall be set forth on Statement of Rates of Transporter's Tariff.

RATE SCHEDULE EAW (Continued)
ENHANCED AGGREGATION AND WHEELING SERVICE

6. UNAUTHORIZED OVERRUN

To the extent that Shipper with a firm Service Agreement under this Rate Schedule EAW delivers to or receives from Transporter quantities of Natural Gas on any Day in excess of Shipper's total MDQ without prior approval of Transporter, such quantities shall be deemed to be Unauthorized Overrun. Shipper shall pay for each Dekatherm of Unauthorized Overrun a charge, in addition to the authorized overrun charge, equal to two (2) times the maximum rate for Rate Schedule EAW. When such Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Unauthorized Overruns. In the event Transporter has issued a notice pursuant to this Section 6, Shipper thereafter shall pay for each Dekatherm of Unauthorized Overrun a charge equal to the greater of $10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported.

7. TRANSPORTER'S USE GAS

With respect to all Natural Gas received by Transporter from or for the account of Shipper under this Rate Schedule from a Low Pressure Receipt Point, Shipper shall provide at the Point(s) of Receipt Transporter's Use Gas in-kind, as may be set forth and in effect from time to time on the Statement of Rates of Transporter's Tariff. Natural Gas received by Transporter from or for the account of Shipper from a Point of Receipt that is not a Low Pressure Receipt Point shall not be subject to a Transporter's Use Gas charge under this Rate Schedule.

RATE SCHEDULE EAW (Continued)
ENHANCED AGGREGATION AND WHEELING SERVICE

8. BILLING AND PAYMENT

The monthly bill for Natural Gas transportation under this Rate Schedule shall be equal to the sum of the applicable charges set forth in Section 4 of this Rate Schedule and Section 8 of the GT&C.

9. RELEASE OF FIRM CAPACITY

Any Shipper receiving firm service under this Rate Schedule EAW shall have the right on a permanent or temporary basis to release its firm capacity rights in accordance with Section 21 of the GT&C.

10. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule EAW shall be determined in accordance with the provisions of Section 13 of the GT&C.

11. IMPAIRMENT OF RECEIPTS AND DELIVERIES

In the event that Transporter, on any Day, is unable to receive and/or deliver the total confirmed nominations of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

12. OPERATIONAL INTEGRITY

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other firm Shippers in accordance with Section 12 of the GT&C.

13. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

RATE SCHEDULE EAW (Continued)
ENHANCED AGGREGATION AND WHEELING SERVICE

14. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

SHEETS RESERVED FOR FUTURE USE

Sheet Nos. 77-79 are reserved for future use

RATE SCHEDULE PAL
PARKING AND LENDING SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for service under this Rate Schedule, and thus is a Shipper.

1.2 Transporter shall accept written requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

2. APPLICABILITY AND CHARACTER OF SERVICE

The interruptible service provided hereunder permits Shipper to nominate Natural Gas, made available to Transporter by Shipper in connection with a separate nomination pursuant to Rate Schedule(s) FT-1, FT-2, IT-1, IT-2 or EAW Service Agreement in order to render Parking and Lending service under this Rate Schedule PAL, up to the Maximum Parked Quantity or Maximum Loaned Quantity set forth in the Service Agreement, subject to the GT&C and the further provisions of the Service Agreement. The service provided hereunder is an interruptible service and shall be provided only after all other services offered by Transporter are scheduled and to the extent permitted by Transporter's system. Transporter shall not be required to receive or deliver quantities of Natural Gas on any day for which there is insufficient available capacity under Shipper's Service Agreements to deliver Natural Gas or to receive Natural Gas from the PAL Point. Parking and Lending service shall not impede Transporter's ability to meet its firm service requirements, including Transporter's system requirements.

2.1 The PAL Point may be any point on Transporter's system that has been designated as a PAL Point and posted on Transporter's Web Site.

2.2 Shipper may nominate delivery of Natural Gas to its PAL Point or receipt of Natural Gas from its PAL Point, subject to the nomination and confirmation procedures in Section 11 of the GT&C. Subject to Section 2.5 and 2.6, Natural Gas may be parked or loaned for a minimum of one day. The term of service shall be set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement for Parking and Lending service and such term may be extended by Transporter as permitted by system operating conditions.

RATE SCHEDULE PAL
PARKING AND LENDING SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for service under this Rate Schedule, and thus is a Shipper.

1.2 Transporter shall accept written requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

2. APPLICABILITY AND CHARACTER OF SERVICE

The service provided hereunder permits Shipper to nominate Natural Gas, made available to Transporter by Shipper in connection with a separate nomination pursuant to Rate Schedule(s) FT-1, FT-2, IT-1, IT-2 or EAW Service Agreement in order to render Parking and Lending service under this Rate Schedule PAL, up to the maximum parked quantity or maximum loaned quantity set forth in the Service Agreement, subject to the GT&C and the further provisions of the Service Agreement. Transporter shall not be required to receive or deliver quantities of Natural Gas on any day for which there is insufficient available capacity under Shipper's Service Agreements to deliver Natural Gas or to receive Natural Gas from the PAL Point. Parking and Lending service shall not impede Transporter's ability to meet its firm service requirements, including Transporter's system requirements.

2.1 The PAL Point may be any point on Transporter's system that has been designated as a PAL Point and posted on Transporter's Web Site. Shipper may nominate delivery of Natural Gas to its PAL Point or receipt of Natural Gas from its PAL Point, subject to the nomination and confirmation procedures in Section 11 of the GT&C. Subject to Section 2.5 and 2.6, Natural Gas may be parked or loaned for a minimum of one day. The term of service shall be set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement for Parking and Lending service and such term may be extended by Transporter as permitted by system operating conditions.

RATE SCHEDULE PAL (Continued)
PARKING AND LENDING SERVICE

2.2 Park and Loan (PAL) Service Options
Transporter and Shipper shall agree on one of the PAL service options listed below and as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

(a) Shipper Nominated Parking/Lending (NPL)
Shipper Nominated Parking/Lending (NPL) is a service that allows a Shipper to nominate PAL service on Transporter's system in each of the supported nomination and scheduling cycles. For purposes of this service option, the quantity of gas parked and/or loaned shall be the scheduled quantities of gas parked or loaned.

(b) Shipper Requested Term Parking/Lending (RPL)
Shipper Requested Term Parking/Lending (RPL) is a service option that allows a Shipper to request parking and/or lending service from Transporter for a mutually agreed upon term. For purposes of this service option, the quantity of gas parked and/or loaned shall be the quantities set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

RATE SCHEDULE PAL (Continued)
PARKING AND LENDING SERVICE

2.2 Park and Loan (PAL) Service Options
Transporter and Shipper shall agree on one of the PAL service options listed below and as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

(a) Shipper Nominated Parking/Lending (NPL)
Shipper Nominated Parking/Lending (NPL) is a service that allows a Shipper to nominate PAL service, subject to availability, on Transporter's system in each of the supported nomination and scheduling cycles. This service option is an interruptible service option subject to the applicable PAL NPL Service Usage Rate. For purposes of this service option, the quantity of gas parked and/or loaned shall be the actual quantity of gas parked or loaned.

(b) Shipper Requested Term Parking/Lending (RPL)
Shipper Requested Term Parking/Lending (RPL) is a service option that allows a Shipper to request and pre-authorize a parking and/or lending service from Transporter, subject to availability, for a specific quantity at a designated PAL Point for a mutually agreed upon term. For purposes of this service option, the quantity of gas parked and/or loaned shall be the quantities set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

The RPL service option is a pre-authorized service option subject to a reservation charge with reservation charge credits if Transporter is unable to provide the nominated PAL RPL service quantities as further described in Section 3.3 of this Rate Schedule PAL.

RATE SCHEDULE PAL (Continued)
PARKING AND LENDING SERVICE

2.3 Parking service shall consist of the receipt of Natural Gas by Transporter at the PAL Point, the holding of the parked quantity for Shipper's account and Transporter's redelivery of the parked quantity to Shipper at the PAL Point.

2.4 Lending service shall consist of the advancement of Natural Gas by Transporter at the PAL Point for Shipper's account and Shipper's redelivery of the loaned quantity to Transporter at the PAL Point. Nominations to receive such loaned quantity of Natural Gas shall be confirmed at Transporter's sole discretion.

2.5 Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to or receipts from its Parking service within the Day, or to receive from Parking all, or any part, of its parked quantity under this Rate Schedule PAL as rapidly as is consistent with Transporter's operating capabilities. Any parked quantity not removed in accordance with Transporter's notice within five (5) days of Transporter giving Shipper such notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims; provided, however, that Transporter shall extend the time available for Shipper to remove any portion of its parked quantity by one day for every day that Transporter has been unable to schedule such parked quantity, on Transporter's system, through no fault of Shipper.

2.6 Shipper may be required, upon notification from Transporter to deliver all, or any part, of its loaned quantity as rapidly as is consistent with Transporter's operating capabilities. Any quantity of Natural Gas not delivered to Transporter in accordance with Transporter's notice within three (3) days of Transporter giving Shipper such notice shall be subject to an OFO and the Tier 1 OFO penalty in accordance with Section 18 of Transporter's GT&C; provided, however, Transporter shall extend the time available for Shipper to deliver any portion of its loaned quantity by one day for every day that Transporter has been unable to schedule such loaned quantity on Transporter's system, through no fault of Shipper.

RATE SCHEDULE PAL (Continued)
PARKING AND LENDING SERVICE

2.3 Parking service shall consist of the receipt of Natural Gas by Transporter at the PAL Point, the holding of the parked quantity for Shipper's account and Transporter's redelivery of the parked quantity to Shipper at the PAL Point.

2.4 Lending service shall consist of the advancement of Natural Gas by Transporter at the PAL Point for Shipper's account and Shipper's redelivery of the loaned quantity to Transporter at the PAL Point. Nominations to receive such loaned quantity of Natural Gas shall be confirmed at Transporter's sole discretion.

2.5 Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to or receipts from its Parking service within the Day, or to receive from Parking all, or any part, of its parked quantity under this Rate Schedule PAL as rapidly as is consistent with Transporter's operating capabilities. Any parked quantity not removed in accordance with Transporter's notice within five (5) days of Transporter giving Shipper such notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims; provided, however, that Transporter shall extend the time available for Shipper to remove any portion of its parked quantity by one day for every day that Transporter has been unable to schedule such parked quantity, on Transporter's system, through no fault of Shipper. To the extent operationally feasible, if it determines that it should recall some but not all Parking service, Transporter shall recall NPL service before recalling RPL Service.

2.6 Shipper may be required, upon notification from Transporter to deliver all, or any part, of its loaned quantity as rapidly as is consistent with Transporter's operating capabilities. Any quantity of Natural Gas not delivered to Transporter in accordance with Transporter's notice within three (3) days of Transporter giving Shipper such notice shall be subject to an OFO and the Tier 1 OFO penalty in accordance with Section 18 of Transporter's GT&C; provided, however, Transporter shall extend the time available for Shipper to deliver any portion of its loaned quantity by one day for every day that Transporter has been unable to schedule such loaned quantity on Transporter's system, through no fault of Shipper. To the extent operationally feasible, if it determines that it should recall some but not all Lending service, Transporter shall recall NPL service before recalling RPL Service.

RATE SCHEDULE PAL (Continued)
PARKING AND LENDING SERVICE

2.7 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or expand the capacity of its Pipeline Facilities in order to provide PAL service under this Rate Schedule.

2.8 Service under this Rate Schedule shall be confirmed and scheduled, after all firm and interruptible transportation services offered by Transporter are confirmed and scheduled. PAL services shall be confirmed and scheduled on the basis of the Shipper paying the highest revenue commitment at a Parking Point or Lending Point. Ties will be confirmed and scheduled on a pro rata basis.

Existing quantities of gas parked or loaned by Transporter cannot be bumped by new requests for parking and/or lending service.

3. RATES

The rates and charges for service under this Rate Schedule PAL shall be as follows:

3.1 Daily Parking/Lending Charge

The Daily Parking/Lending Charge to be invoiced monthly shall be the applicable daily PAL rate as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement as specified in Section 3.2 below, multiplied by the quantity of gas parked or loaned which shall be determined by the applicable PAL service option described in Section 2.2 and as selected on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

RATE SCHEDULE PAL (Continued)
PARKING AND LENDING SERVICE

2.7 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or expand the capacity of its Pipeline Facilities in order to provide PAL service under this Rate Schedule.

2.8 Service under this Rate Schedule shall be confirmed and scheduled, after all firm and interruptible transportation services offered by Transporter are confirmed and scheduled. The RPL service option shall be confirmed and scheduled before the NPL service option. Each shall be confirmed and scheduled on the basis of the Shipper paying the highest revenue commitment at a Parking Point or Lending Point within the applicable service option. Ties will be confirmed and scheduled on a pro rata basis within each service option.

Confirmed and scheduled quantities of gas parked or loaned by Transporter cannot be bumped by new requests for parking and/or lending service.

3. RATES

The rates and charges for service under this Rate Schedule PAL shall be as follows:

3.1 NPL Daily Parking/Lending Charge

The Daily Parking/Lending Charge to be invoiced monthly for the NPL service shall be the applicable PAL daily usage rate as set forth on Transporter's Statement of Rates, multiplied by the actual quantity of gas parked or loaned each day.

3.2 RPL Daily Parking/Lending Charge

The Daily Parking/Lending Charge to be invoiced monthly for the RPL service shall be the applicable PAL daily reservation rate as set forth on Transporter's Statement of Rates, multiplied by the quantity Transporter has made available to be parked or loaned as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement multiplied by the number of days within such month that a RPL service commitment is in effect as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

RATE SCHEDULE PAL (Continued)
PARKING AND LENDING SERVICE

3.2 Range of Rates

Unless otherwise agreed to between Shipper and Transporter pursuant to Section 26 of the GT&C, any rate applicable to a Shipper for service hereunder shall be the applicable maximum rate as set forth on the effective Statement of Rates of Transporter's Tariff, as may be changed from time to time. If an amount less than the applicable maximum rate and not less than the applicable minimum rate is agreed upon, such amount shall be applied prospectively in accordance with such agreement. Transporter shall be responsible for compliance with any reporting requirements prescribed by the Commission. Transporter shall not be required to render PAL service at a rate less than the maximum rate.

RATE SCHEDULE PAL (Continued)
PARKING AND LENDING SERVICE

3.3 RPL Daily Parking/Lending Charge Reservation Charge Credit

To the extent Transporter fails to make available the requested RPL quantities during the agreed upon term as set forth in Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement, and such failure is the result of action or inaction within the reasonable control of Transporter including the failure of Transporter to provide the related confirmed transportation service necessary to provide the requested RPL quantities to or from the applicable PAL Point, then the RPL reservation charge shall be reduced by an amount equal to the applicable daily reservation rate per Dekatherm times the difference between the quantity nominated by Shipper and the actual quantity tendered and delivered or received at the applicable PAL Point by Transporter. Notwithstanding, Shipper shall not receive a PAL RPL reservation charge credit to the extent Transporter and Shipper agree to an alternate means of satisfying Shipper's PAL request (such as by transporting quantities to or from another PAL Point).

3.4 Range of Rates

Unless otherwise agreed to between Shipper and Transporter pursuant to Section 26 of the GT&C, any rate applicable to a Shipper for service hereunder shall be the applicable maximum rate as set forth on the effective Statement of Rates of Transporter's Tariff, as may be changed from time to time. If an amount less than the applicable maximum rate and not less than the applicable minimum rate is agreed upon, such amount shall be applied prospectively in accordance with such agreement. Transporter shall be responsible for compliance with any reporting requirements prescribed by the Commission. Transporter shall not be required to render PAL service at a rate less than the maximum rate.

RATE SCHEDULE PAL (Continued)
PARKING AND LENDING SERVICE

4. CURTAILMENT

Service under this rate schedule shall be curtailed based upon revenue commitment, with the highest revenue commitment receiving a higher priority than those quantities with a lower revenue commitment. Service shall be curtailed pro rata, if necessary, in the event two or more Shippers under this rate schedule have an equal revenue commitment and will be based on the validated nominated quantity.

5. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE PAL (Continued)
PARKING AND LENDING SERVICE

4. CURTAILMENT

Service under this rate schedule shall be curtailed based upon revenue commitment, with the highest revenue commitment receiving a higher priority than those quantities with a lower revenue commitment. For purposes of curtailment under this Section 4, the RPL service shall be deemed to have a higher revenue commitment than the NPL service option. Service shall be curtailed pro rata, if necessary, in the event two or more Shippers within the same service under this rate schedule have an equal revenue commitment and will be based on the validated nominated quantity.

5. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE MA
MARKET AGGREGATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for any Person (Aggregator) which has

(a) requested aggregation service at delivery point(s) it operates on Transporter's system;

(b) executed a Rate Schedule MA Service Agreement (MA Agreement) with Transporter for service under Rate Schedule MA pursuant to Section 10 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule permits Aggregator to aggregate quantities of natural gas at a Market Aggregation Point (MA Point) for subsequent delivery to the physical delivery point(s) identified in Exhibit A of the MA Agreement pursuant to the terms and conditions set forth herein.

2.2 To be eligible for designation under Delivery Point(s) on Exhibit A of the MA Agreement, each Delivery Point must be a physical delivery point operated by Aggregator whose nominations are confirmed by Aggregator. Additionally, Aggregator must have an executed Operational Balancing Agreement with Transporter at each Delivery Point detailed on Exhibit A. Aggregator also must designate one Delivery Point on Exhibit A of the MA Agreement, to be utilized for balancing, unless otherwise mutually agreed upon, to facilitate daily and cumulative imbalance tracking under the respective Operational Balancing Agreement.

2.3 The MA Point shall be assigned a milepost number and DRN number on Transporter's system and shall be identified on Exhibit A of the MA Agreement. Transporter only shall accept nominations at an MA Point from a party with an MA Agreement.

RATE SCHEDULE MA
MARKET AGGREGATION SERVICE (Continued)

2.4 The quantity of gas at the MA Point for a given Gas Day shall be the total of the actual metered quantities at the Delivery Point(s) set forth in Exhibit "A" of the MA Agreement and shall be used to determine any operational imbalance at the MA Point.

2.5 Any Shipper on Transporter's system shall not be precluded from nominating quantities directly to the Delivery Point(s) listed on Exhibit "A" of the MA Agreement.

2.6 If a firm Shipper under this Rate Schedule MA is also a Shipper under Transporter's Rate Schedule(s) FT-1 or FT-2, then Shipper may elect to link the two agreements by so designating such linkage in Exhibit "A" of Shipper's Rate Schedule MA Service Agreement. The MA Maximum Aggregation Quantity set forth on Exhibit "A" shall be equal to the currently effective MDQ of the linked rate schedule FT-1 or FT-2 Service Agreement. Upon any change in such MDQ in the linked FT-1 or FT-2 Service Agreement, and subject to the terms of Transporter's Tariff, Transporter and Shipper shall amend Exhibit "A" to the linked Rate Schedule MA Service Agreement accordingly.

3. RATES AND PAYMENT

3.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Aggregator's effective Rate Schedule MA Service Agreement. Unless Transporter and Aggregator otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff.

3.2 Service hereunder shall be subject to the following charges

(a) A usage charge equal to the product of the applicable maximum Rate Schedule MA Rate shown on the effective Statement of Rates, or such other rate agreed to by Aggregator and Transporter pursuant to Section 26 of the GT&C, and the quantity of Natural Gas scheduled to the MA Point in the Month;

RATE SCHEDULE MA
MARKET AGGREGATION SERVICE (Continued)

3. RATES AND PAYMENT (Continued)

3.2 Service hereunder shall be subject to the following charges (Continued)

(b) Incidental charges necessary to recoup regulatory filing fees or similar fees incurred by Transporter in rendering service under this Rate Schedule; and

(c) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Aggregator's Rate Schedule MA Service Agreement, and the GT&C.

4. NOMINATIONS, ALLOCATIONS, CONFIRMATIONS, AND SCHEDULING

4.1 Aggregator shall be responsible for confirming nominations at the MA Point and at the Delivery Point(s) identified on Exhibit A of the MA Agreement.

4.2 In the event of an interruption or reduction in the supplies or markets, or in the event that pipeline operating conditions require Transporter to adjust scheduled receipts or deliveries, Transporter shall allocate quantities at the Delivery Point(s) identified on Exhibit A of the MA Agreement.

5. OPERATIONAL INTEGRITY

Where possible, Transporter will make flow adjustments at the point(s) set forth on Exhibit A of the MA Agreement throughout a Day to balance the MA Point. Transporter reserves the right to take further actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to firm Shippers in accordance with Section 12 of the GT&C.

RATE SCHEDULE MA
MARKET AGGREGATION SERVICE (Continued)

6. GENERAL TERMS AND CONDITIONS

Service under this Rate Schedule is subject to the General Terms and Conditions contained in Volume 1 of Transporter's FERC Gas Tariff as may be amended from time to time. To the extent there is an inconsistency between a term or condition in this Rate Schedule and the General Terms and Conditions, the General Terms and Conditions shall govern. To the extent there is an inconsistency between a term or condition in this Rate Schedule and the applicable MA Agreement, then the terms and conditions of this Rate Schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

Sheet Nos. 88 - 99 Sheet Nos. 88 - 99

SHEETS RESERVED FOR FUTURE USE

Sheet Nos. 88 - 99 are reserved for future use.

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

These General Terms and Conditions are incorporated in and are part of each of Transporter's Rate Schedules and Service Agreements.

2. DEFINITIONS

The following terms, when used herein or in any Rate Schedule contained in this Tariff or in any executed Service Agreement for service under a Rate Schedule contained in this Tariff, have the following meanings:

- "Affiliate" means any Person which controls, is controlled by, or is under common control with Transporter or Shipper.

- "Affiliate Guarantor" means a Shipper's Affiliate that executes a corporate guarantee satisfactory to Transporter for Shipper's obligations under a Service Agreement.

- "Aggregation Nomination" means a nomination(s) provided by a Shipper under a Rate Schedule EAW Service Agreement that specifies an EAW Point as the Point of Delivery.

- "Alternative Vector Points of Receipt" means Points of Receipt that may be utilized by Shipper for Rate Schedule OSS and/or Rate Schedule LBS that are not on Transporter's Pipeline Facilities but interconnect Vector with other third-party pipelines.
- "British thermal unit" and "Btu" mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from fifty-eight and five-tenths degrees (58.5°) Fahrenheit to fifty-nine and five-tenths degrees (59.5°) Fahrenheit at a constant pressure of 14.73 psia.

- "Business Day" means Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico.

- "Central Clock Time" and "CCT" mean central daylight time when daylight savings time is in effect and central standard time when daylight savings time is not in effect.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Commission" and "FERC" mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction over Transporter under the Natural Gas Act or supervening legislation.

- "Connecting Party" means the operator of the facilities immediately upstream or downstream of Transporter's Pipeline Facilities.

- "Contract Path" means the portion of Transporter's Pipeline Facilities from Shipper's Primary Point of Receipt to Shipper's Primary Point of Delivery, such that the Contract Path includes that portion of Transporter's Pipeline Facilities for which Shipper pays a reservation charge pursuant to Section 5.2(a) of Rate Schedule(s) FT-1 or FT-2.

- "Cubic Foot" means the volume of Natural Gas which occupies one (1) cubic foot of space, measured according to Boyle's and Charles' Laws for the measurement of Natural Gas under varying pressures with deviation therefrom as provided in Section 5 and on the measurement basis likewise specified in Section 5. One Cubic Foot equals 0.02832 m^3.

- "Day" means a period of consecutive hours, from 9:00 a.m. to the following 9:00 a.m. CCT.

- "Dekatherm" or "Dth" means the quantity of heat energy that is equivalent to one million British Thermal Units. One "Dekatherm" or "Dth" of gas means the quantity of gas which contains one Dekatherm of heat energy.

- "Designated Limited Notice Receipt Point(s)" means the Point(s) of Receipt designated by Shipper pursuant to Section 4.2 of Rate Schedule(s) FT-1 or FT-2.

- "Disaggregation Nomination" means a nomination(s) provided by a Shipper under any of Transporter's Rate Schedules that specifies an EAW Point as the Point of Receipt.

- "EAW Point" means a virtual point on Transporter's System at which Transporter provides service under Rate Schedule EAW.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Elapsed Prorata Capacity" means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intra-day recall based upon a cumulative uniform hourly use of the capacity. [5.2.3/v1.7]

- "Elapsed-prorated-scheduled quantity" means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intra-day nomination being confirmed based upon a cumulative hourly quantity for each nomination period affected.

- "Gas Price Index" means for each reported Day, (Saturday, Sunday, holiday or any other non-published Day shall be the average of the immediately preceding and immediately following published Day's price), the midpoint in the range of prices reported for "Chicago city-gates" as published in Platts Gas Daily, or, if not published, an equivalent index or indicator, which substitution shall be posted on Transporter's Web Site, and Transporter shall revise this definition to reflect such substitute index or indicator.

- "GT&C" means the General Terms and Conditions of Transporter's Tariff, as revised and effective from time to time.

- "Injection Transaction" means the transaction on any Day in which Transporter has a Storage Injection Quantity or LBS Undertake Quantity delivered into storage on behalf of Shipper.

- "LBS Account" means the designated account maintained by Transporter for Shipper or for the account of Shipper to track the ongoing balance of Shipper's net LBS Undertake Quantities and LBS Overtake Quantities.
- "LBS MSQ" means the maximum quantity of Natural Gas pursuant to Rate Schedule LBS that Transporter is required to store for Shipper or for the account of Shipper that has executed an LBS Service Agreement. Shipper's LBS MSQ shall be set forth on Exhibit "A" to Shipper's Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "LBS Overtake MDQ" means the maximum quantity of Natural Gas on any Day pursuant to Rate Schedule LBS that Transporter is required to deliver to Shipper or deliver for the account of Shipper without previous notice provided to Transporter by Shipper, and shall be equal to the LBS MSQ divided by fifty (50). Shipper's LBS Overtake MDQ shall be set forth on Exhibit "A" to Shipper's Service Agreement.
- "LBS Overtake Quantity" means the quantity of Natural Gas on any Day pursuant to Rate Schedule LBS actually delivered to Shipper or for the account of Shipper by Transporter without previous notice provided to Transporter by Shipper that exceeds the quantity of Natural Gas scheduled by Transporter for Shipper on that Day, and such quantity is deducted from Shipper's LBS Account balance by Transporter.
- "LBS Undertake MDQ" means the maximum quantity of Natural Gas on any Day pursuant to Rate Schedule LBS that Transporter is required to receive from Shipper for the LBS Account of Shipper without previous notice provided to Transporter by Shipper, and shall be equal to the LBS MSQ divided by one hundred twenty (120). Shipper's LBS Undertake MDQ shall be set forth on Exhibit "A" to Shipper's Service Agreement.
- "LBS Undertake Quantity" means the quantity of Natural Gas on any Day pursuant to Rate Schedule LBS actually delivered to Shipper or for the account of Shipper by Transporter without previous notice provided to Transporter by Shipper that is less than the quantity of Natural Gas scheduled by Transporter for Shipper on that Day, and such quantity is credited to Shipper's LBS Account balance by Transporter.

- "Lending" means the advance of Natural Gas by Transporter to Shipper and the subsequent redelivery of such loaned quantity to Transporter.

- "Limited Notice Quantity" means a quantity of up to ten (10) percent of Shipper's MDQ under its Rate Schedules FT-1 or FT-2 Service Agreement with Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Low Pressure Receipt Point" means Transporter's Point of Receipt at the interconnection with Natural Gas Pipeline Company of America.

- "Mcf" means 1,000 Cubic Feet of Natural Gas.

- "MMBtu" means one million Btu's. An MMBtu is the heat energy equivalent of a Dth.

- "Market Aggregation Point" (MA Point) shall mean a non-physical point on Transporter's system which serves as a single location to aggregate nominated quantities of gas at delivery points on Transporter's system pursuant to Rate Schedule MA.

- "Maximum Daily Delivery Obligation" and "MDDO" mean the maximum quantity of Gas assigned to a specific Primary Point of Delivery, as set forth on Exhibit "A" to Shipper's firm Service Agreement, that Transporter is obligated to deliver to Shipper at that point on any Day. The total of all MDDO for Points of Delivery shall equal the MDQ as set forth on Exhibit A to the Shipper's Service Agreement.

- "Maximum Daily Injection Quantity" and "MDIQ" mean the maximum quantity of Natural Gas on any Day that Transporter is required to inject into storage for Shipper or for the account of Shipper as set forth on Exhibit "A" to the Shipper's Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Maximum Daily Quantity" and "MDQ" mean the maximum daily quantity of Natural Gas that Transporter is required to transport for Shipper or for the account of Shipper under a firm Service Agreement, including from all Primary Point(s) of Receipt and to all Primary Point(s) of Delivery. Shipper's MDQ shall be set forth on Exhibit "A" to Shipper's Service Agreement.

- "Maximum Daily Receipt Obligation" and "MDRO" mean the maximum Quantity of Gas assigned to a specific Primary Point of Receipt, as set forth on Exhibit A to Shipper's firm Service Agreement, that Transporter is obligated to receive from Shipper at that point on any Day. The total of all MDRO for Points of Receipt shall equal the MDQ as set forth on Exhibit A to the Shipper's Service Agreement.

- "Maximum Daily Withdrawal Quantity" and "MDWQ" mean the maximum quantity of Natural Gas on any Day that Transporter is required to withdraw from storage for Shipper or for the account of Shipper as set forth on Exhibit A to the Shipper's Service Agreement.

- "Maximum Hourly Delivery Obligation" and "MHDO" mean the maximum quantity that Transporter is required to transport to Shipper's delivery point(s) during any hour as set forth in Section 15 of the GT&C.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Maximum Storage Quantity" and "MSQ" mean the maximum quantity of Natural Gas that Transporter is required to store for Shipper or for the account of Shipper pursuant to a Service Agreement as set forth on Exhibit A to the Shipper's Service Agreement.

- "Month" means the period beginning at 9:00 a.m. CCT on the first Day of the calendar month and ending 9:00 a.m. CCT on the first Day of the next succeeding calendar month.

- "NAESB" means the North American Energy Standards Board.

- "NAESB Standard" means a standard issued by NAESB and adopted by the Commission.

- "Natural Gas" means any mixture of hydrocarbons, consisting essentially of methane, and inert or noncombustible gases which are extracted from the subsurface of the earth in their natural state meeting the quality and pressure specifications set forth in Sections 3 and 4.

- "Negotiated Rate" means a rate or rate formula for computing a rate for service under a single rate schedule pursuant to Section 26.2 herein.

- "Net Present Value" shall mean the calculation of net present value of the reservation charge that requestor would pay at the rates requestor has bid, which shall not be less than the minimum rate nor greater than the maximum rate, as stated on the currently effective Tariff sheet governing such service, over the term of service specified in the request, utilizing as the discount factor the FERC-approved interest rate as such rate may be in effect from time to time.

- "Nominated LBS Undertake Quantity" means the quantity of Natural Gas on any Day pursuant to Rate Schedule LBS actually delivered to Shipper or for the account of Shipper by Transporter that was nominated by Shipper from an Alternative Vector Point of Receipt and scheduled by Transporter, and such quantity is credited to Shipper's LBS Account balance by Transporter.
- "Operational Balancing Agreement" and "OBA" mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Operational Flow Order" and "OFO" mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's Pipeline Facilities or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order.

- "Operator" means ONEOK Partners GP, L.L.C.

- "OSS/LBS In-Service Date" shall mean the date upon which Transporter commences service pursuant to Rate Schedule OSS and Rate Schedule LBS.
- "OSS MDIQ" means the maximum quantity of Natural Gas on any Day pursuant to Rate Schedule OSS that Transporter is required to inject into storage for Shipper or for the account of Shipper, and shall be equal to the OSS MSQ divided by one hundred twenty (120). Shipper's OSS MDIQ shall be set forth on Exhibit "A" to its OSS Service Agreement.
- "OSS MDWQ" means the maximum quantity of Natural Gas on any Day pursuant to Rate Schedule OSS that Transporter is required to withdraw from storage for Shipper or for the account of Shipper, and shall be equal to the OSS MSQ divided by fifty (50). Shipper's OSS MDWQ shall be set forth on Exhibit "A" to its OSS Service Agreement.
- "OSS MSQ" means the maximum quantity of Natural Gas pursuant to Rate Schedule OSS that Transporter is required to store for Shipper or for the account of Shipper that has executed an OSS Service Agreement. Shipper's OSS MSQ shall be set forth on Exhibit "A" to its Service Agreement.
- "OSS Working Gas Account" means the designated account maintained by Transporter for Shipper or for the account of Shipper to track Shipper's Working Gas.

- "PAL Point" means a virtual point on Transporter's system at which Transporter provides Parking and Lending service under Rate Schedule PAL.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Parking" means the receipt by Transporter of Natural Gas from or for the account of Shipper, the holding of such parked quantity for a period of time and the subsequent redelivery to Shipper.

- "Person" means an individual or any corporation, joint venture, limited liability company, partnership, association, business trust, or organized group of persons, whether incorporated or not.

- "Pipeline Facilities" means Transporter's Pipeline Facilities extending from interconnections with the North American natural gas pipeline grid near Joliet, Illinois to near Green Bay, Wisconsin, as Transporter's Pipeline Facilities may exist from time to time.

- "Point(s) of Delivery" means the point or points on Transporter's Pipeline Facilities where Transporter delivers Natural Gas to or for the account of Shipper.

- "Point(s) of Receipt" means the point or points on Transporter's Pipeline Facilities where Transporter receives from Shipper or for Shipper's account Natural Gas to be transported through Transporter's Pipeline Facilities.

- "Pre-arranged Replacement Shipper" and "PRS" mean the entity designated by Releasing Shipper prior to the Released Capacity being posted on the Web Site system in accordance with Section 21.

- "Primary Point(s) of Delivery" means the Point(s) of Delivery set forth on Exhibit "A" to Shipper's firm Service Agreement.

- "Primary Point(s) of Receipt" means the Point(s) of Receipt set forth on Exhibit "A" to Shipper's firm Service Agreement including Shipper's Designated Limited Notice Receipt Point(s).

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Psia" means pounds per square inch absolute. One psia equals 6.896 kiloPascal (kPa) absolute.

- "Psig" means pounds per square inch gauge. One psig equals 6.896 kiloPascal (kPa) gauge.

- "Recourse Rate" means the maximum rate for service under Transporter's Rate Schedule under which the Negotiated Rate is applicable.

- "Releasing Shipper" means a Shipper receiving service pursuant to a Service Agreement under Rate Schedule(s) FT-1 or FT-2 of Transporter's Tariff that releases firm capacity in accordance with Transporter's capacity release program as set forth in Section 21 of these GT&C.

- "Replacement Shipper" means any Person who obtains released capacity in accordance with Transporter's capacity release program as set forth in Section 21 of these GT&C.

- "Request" means a request for service which meets the requirements of Section 10 of the GT&C, which request is considered a valid request.

- "Request Date" means the date on which a Request is considered valid under Section 10 of these GT&C.

- "Scheduled Quantity" means the quantity of Natural Gas that Shipper nominates in accordance with Section 11 of these GT&C, and that is confirmed in accordance with Section 11.3 of these GT&C.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Secondary Point(s) of Delivery" means the point or points on Transporter's Pipeline Facilities where Transporter delivers Natural Gas to or for the account of Shipper, which Point(s) are not set forth on Exhibit "A" to Shipper's firm Service Agreement, and are thus not Primary Point(s) of Delivery.

- "Secondary Point(s) of Receipt" means the point or points on Transporter's Pipeline Facilities where Transporter receives from Shipper or for Shipper's account Natural Gas to be transported through Transporter's Pipeline Facilities, which Point(s) are not set forth on Exhibit "A" to Shipper's firm Service Agreement, and are thus not Primary Point(s) of Receipt.

- "Service Agreement" means the agreement executed by the Shipper and Transporter under any Rate Schedule of Transporter's Tariff, including a Capacity Release Service Agreement, and any exhibits, attachments, and/or amendments thereto.

- "Shipper" means a Person who executes a Service Agreement with Transporter for service under any Rate Schedule of Transporter's Tariff.

- "Storage Injection Quantity" means the quantity of Natural Gas pursuant to Rate Schedule OSS received by Transporter from Shipper to be injected into storage, and the Storage Injection Quantity net of applicable Third-Party Transportation Use Gas and Third-Party Injection Use Gas is the quantity of Natural Gas credited to Shipper's OSS Working Gas Account.
- "Storage Withdrawal Quantity" means the quantity of Natural Gas pursuant to Rate Schedule OSS withdrawn from storage. The Storage Withdrawal Quantity is the quantity of Natural Gas deducted from Shipper's OSS Working Gas Account, while the Storage Withdrawal Quantity net of applicable Third-Party Transportation Use Gas is the quantity of Natural Gas delivered by Transporter to Shipper at the Primary Point of Delivery (for purposes of withdrawals) set forth in Exhibit "A" to Shipper's OSS Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Tariff" means Transporter's FERC Gas Tariff, including but not limited to Rate Sheets, Rate Schedules, General Terms & Conditions, and Forms of Service Agreement, as may be revised and effective from time to time.

- "Thermally Equivalent Quantities" means the thermal quantities of Natural Gas received by Transporter at the Point(s) of Receipt less Transporter's Use Gas.

- "Third-Party" means Bluewater Gas Storage, LLC.

- "Third-Party Injection Use Gas" means the quantity of Natural Gas tendered by Transporter pursuant to the provisions of Rate Schedule OSS and Rate Schedule LBS as compensation for fuel and losses to others who provided injection and/or compression services for or on behalf of Transporter.
- "Third-Party Transportation Use Gas" means the quantity of Natural Gas tendered by Transporter pursuant to the provisions of Rate Schedule OSS and Rate Schedule LBS as compensation for fuel and losses to others who provided transportation and/or compression services for or on behalf of Transporter.
- "Third-Party Use Gas Adjustment" means the quantity of Natural Gas either credited to or deducted from Shipper's OSS Working Gas Account and/or LBS Account, as applicable, by Transporter during a Tracking Period.
- "Total Heating Value" means the number of Btu's produced by the complete combustion with air, at constant pressure, of 1 anhydrous (dry) Cubic Foot of Natural Gas, at a temperature of sixty degrees (60°) Fahrenheit and under a pressure of 14.73 psia, and when the products of combustion are cooled to the initial temperature of the Natural Gas and air and all water formed by combustion is condensed to the liquid state. The total heating value (Btu per cubic foot of gas) shall be stated to at least the third decimal point for reporting purposes and to at least the sixth decimal place for calculation purposes.

- "Tracking Period" means the three-month period ending March 31, June 30, September 30 and December 31 utilized for calculating the Third-Party Use Gas Adjustment.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Transporter" means Guardian Pipeline, L.L.C.

- "Transporter's Use Gas" means the amount of Natural Gas used in Transporter's operations including all gas otherwise used, lost or unaccounted for, and gas tendered as compensation for fuel and losses to others who provided transportation and/or compression services for or on behalf of Transporter.

- "Use Gas Percentage for Injection Transactions" means the fuel and lost and unaccounted for retention percentage in effect for Injection Transactions that is assessed by Third-Party to Transporter for Natural Gas transported and by Third-Party on behalf of Transporter on Vector and then injected into storage by Third-Party on behalf of Transporter.
- "Use Gas Percentage for Withdrawal Transactions" means the fuel and lost and unaccounted for retention percentage in effect for Withdrawal Transactions that is assessed by Third-Party to Transporter for Natural Gas withdrawn from storage by Third-Party on behalf of Transporter and then transported by Third-Party on behalf of Transporter on Vector.
- "Vector" means Vector Pipeline L.P. and any successor or assignee that provides transportation services under its FERC Gas Tariff or a successor tariff.
- "Web Site" means 1) Transporter's site on the Internet at http://www.gpl.oneokpartners.com, through which Transporter's electronic communication service is accessible or 2) Transporter's Internet Web Site containing information postings and access to Transporter's Customer Activities site.

- "Weekly Gas Price Index" means for each reported week containing any day(s) of the Month, the weekly weighted average price reported for "Chicago city-gates," as published in Gas Daily, or, if no longer published, an equivalent index or indicator, which substitution shall be posted on Transporter's Web Site, and Transporter shall revise this definition to reflect such substitute index or indicator.

- "Withdrawal Transaction" means the transaction on any Day in which Transporter has a Storage Withdrawal Quantity or LBS Overtake Quantity withdrawn from storage on behalf of Shipper.

GENERAL TERMS AND CONDITIONS
(Continued)

2. DEFINITIONS (Continued)

- "Working Gas" means the ongoing balance of Natural Gas stored by Transporter for Shipper or for the account of Shipper pursuant to a Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY

The quality specifications herein shall apply to all Natural Gas delivered to Transporter by Shipper or for Shipper's account under Rate Schedule(s) FT-1, FT-2, IT-1, IT-2, and any other Rate Schedule pursuant to which Transporter may be authorized to provide service.

3.1 Total Heating Value

(a) No Natural Gas delivered hereunder shall have a total heating value at the Point(s) of Receipt below 950 Btu per Cubic Foot (Btu/cf) or more than 1100 Btu/cf.

(b) The heating value of the Natural Gas shall be determined by gas chromatographic analysis using AGA 3-1994 factors or any revision thereof or by any other method(s) of analysis mutually agreed upon by connecting party and Transporter.

3.2 Specifications

All Natural Gas delivered or caused to be delivered by Shipper or for Shipper's account to Transporter shall conform to the following quality specifications.

(a) Merchantability. The gas shall be commercially free, under continuous gas flow conditions, from objectionable odors (except those required by applicable regulations), solid matter, dust, hazardous or toxic substances, gums, and gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operations of the pipelines, compressor stations, meters, regulators or other appliances through which it flows, or their operation.

(b) Oxygen. The Natural Gas shall not have an uncombined oxygen content in excess of two-tenths of one percent (0.2%) by volume, and Shipper shall make every reasonable effort to keep the Natural Gas free of oxygen.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

(c) Liquids. The Natural Gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is received and delivered.

(d) Hydrogen Sulfide. The Natural Gas shall not contain more than one-fourth (1/4) grain of hydrogen sulfide per one-hundred (100) cubic feet.

(e) Temperature. The Natural Gas shall not have a temperature of more than one-hundred-twenty degrees (120§) Fahrenheit, nor less than forty degrees (40§) Fahrenheit.

(f) Total Sulfur. The Natural Gas shall not contain more than twenty (20) grains of total sulfur, including Hydrogen Sulfide and mercaptan sulfur, per one-hundred (100) cubic feet.

(g) Non-Hydrocarbon Gases. The Natural Gas shall not contain more than four percent (4%) by volume, of a combined total of non-hydrocarbon gases (including carbon dioxide and nitrogen); provided, however, that the total carbon dioxide content shall not exceed two percent (2%) by volume.

(h) Water Vapor. Natural Gas received into Transporter's system and delivered by Transporter shall not contain in excess of five (5) pounds of water vapor per million cubic feet.

(i) Liquefiable Hydrocarbons. The Natural Gas shall not contain hydrocarbons liquefiable at temperatures warmer than thirty-four degrees (34§) Fahrenheit and normal pipeline operating pressures.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

(j) Microbiological Agents. The Natural Gas shall not contain any microbiological organism, active bacteria, or bacterial agent capable of contributing to or causing corrosion and/or operational and/or other problems. Microbiological organisms, bacteria, and bacterial agents include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB).

3.3 Testing

Testing to determine constituents shall be made by approved standard methods in general use in the gas industry or as mutually agreed upon. Such testing shall be performed by Transporter at intervals of not more than every twelve (12) months; provided, however, that Shipper shall have the right to be present at the time of any such testing.

3.4 Failure to Conform

(a) If the Natural Gas tendered by Shipper or for Shipper's account to Transporter at the Point(s) of Receipt shall fail at any time to conform to any of the specifications set forth in Sections 3.1 and 3.2 or in Transporter's reasonable judgment may cause harm to its Pipeline Facilities or diminish the quality of Natural Gas in Transporter's Pipeline Facilities, then Transporter shall notify Shipper of any such failure to conform and Transporter shall have the right to refuse to accept all or any portion of such quality-deficient Natural Gas. In the event Transporter refuses to accept Natural Gas tendered by Shipper or for Shipper's account

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

because such Natural Gas does not conform to the specifications set forth herein, Shipper shall not be relieved of its obligation to pay any reservation charges under Rate Schedule(s) FT-1 and FT-2. If the Natural Gas tendered by Transporter to Shipper or for Shipper's account at the Point(s) of Delivery shall fail at any time to conform to any of the specifications set forth in this Section 3, then Shipper shall notify Transporter of such deficiency and Transporter shall make a diligent effort to correct such failure by treatment consistent with prudent operations and by means that are economically feasible in Transporter's opinion so as to deliver Gas conforming to the specifications set forth in this Section 3. If Transporter is unable to redeliver Gas conforming to the above specifications, Shipper may at its option suspend delivery of all or a portion of the Gas to be transported.

(b) Nothing in this Section 3 shall limit Transporter's right, to be exercised on a not unduly discriminatory basis, to waive any quality specifications set forth in this Section 3, where the acceptance of non-conforming Gas will not in the reasonable judgment of Transporter adversely impact Transporter's Pipeline Facilities or operations.

(c) Shipper shall indemnify and hold harmless Transporter from any loss, cost, damage, or expense incurred by Transporter as a direct or indirect result of Shipper's failure to comply with the provisions of this Section 3.

3.5 Injected Condensates

Transporter shall have no obligation to accept into its Pipeline Facilities injected condensates.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

3.6 Commingling

Transporter shall have the unqualified right to commingle Natural Gas transported hereunder with Natural Gas from other sources and to treat and handle all such Natural Gas as its own. It is recognized that Natural Gas delivered at the Point(s) of Delivery may not be the same molecules of Natural Gas as those received at the Point(s) of Receipt. The quantities of Natural Gas delivered hereunder at the Point(s) of Delivery shall be Thermally Equivalent Quantities of the Natural Gas received at the Point(s) of Receipt. To the extent Shipper or any other Person elects not to exercise its rights, if any, to process its Natural Gas for the removal of liquids and liquefiable hydrocarbons, Transporter shall have the unqualified right to process or cause to be processed such Natural Gas for the purpose of retaining, among other things, liquids and liquefiable hydrocarbons and ownership of such liquids and liquefiable hydrocarbons shall be vested in Transporter so long as Transporter redelivers Thermally Equivalent Quantities of Natural Gas to Shipper. For any period for which Shipper elects to process or cause to be processed its Natural Gas, Shipper shall process all quantities of Natural Gas shipped hereunder.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

3.7 Posting of Gas Quality Data

(a) Required Posting

Transporter shall provide on its Informational Posting Web Site daily average gas quality information for prior Gas Day(s), to the extent available, for location(s) that are representative of mainline gas flow.

The following are examples of gas quality attributes that could be included in the posting for the applicable Gas Day(s) and location(s):

- Heating Value
- Hydrocarbon Components (% of C1 - Cnn)
- Specific Gravity
- Water
- Nitrogen
- Carbon Dioxide
- Oxygen
- Hydrogen
- Helium
- Total Sulfur
- Hydrogen Sulfide
- Carbonyl Sulfide
- Mercaptans
- Mercury and/or other contaminants being measured
- Other pertinent gas quality information that is specified in Section(s) 3.1 and 3.2 of the General Terms and Conditions of Company's FERC Gas Tariff.

[4.3.90]

Data provided pursuant to NAESB WGQ Standard 4.3.90 shall be made available on Transporter's Informational Posting Web Site for the most recent three-month period. Beyond the initial three-month period, the historical data shall be made available offline in accordance with regulatory requirements. [4.3.91]

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY (Continued)

3.7 Posting of Gas Quality Data (Continued)

The information available for the identified location(s) shall be provided in a downloadable format. Such format shall be a tabular downloadable file, as described by Transporter, with the first row of the file containing the column headers. [4.3.90] [4.3.92]

Transporter shall provide on its Informational Posting Web Site a link to the natural gas quality provisions within the General Terms and Conditions of Transporter's FERC Gas Tariff. [4.3.89]

(b) Discretionary Posting

For any location(s), Transporter may, at its discretion, elect to provide gas quantity information in addition to the items specified in NAESB WGQ Standard 4.3.90. Transporter may choose how to provide the information. [4.1.40]

(c) Compliance with Gas Quality Requirements

In any event, compliance with gas quality requirements is in accordance with Section(s) 3.1 and 3.2 in the General Terms and Conditions of Transporter's FERC Gas Tariff. [4.3.90]

GENERAL TERMS AND CONDITIONS
(Continued)

4. PRESSURE

4.1 Receipt Pressure Obligations

Shipper shall deliver or cause to be delivered Natural Gas to Transporter at pressures sufficient to enter Transporter's Pipeline Facilities at such working pressures maintained by Transporter at each Point of Receipt; provided, however, that such pressure shall not exceed the maximum allowable operating pressure ("MAOP") at such Point(s) of Receipt.

4.2 Delivery Pressure Obligations

Transporter shall deliver Natural Gas hereunder to Shipper or for Shipper's account at the Point of Delivery at the prevailing line pressure in Transporter's Pipeline Facilities as such prevailing line pressure may vary from time to time, unless otherwise agreed in writing between Transporter and Shipper.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT & MEASUREMENT EQUIPMENT

5.1 Determination of Quantity

The quantity of Natural Gas received and delivered by Transporter to Shipper or for Shipper's account hereunder shall be measured according to Boyle's and Charles' Laws for the measurement of Natural Gas under varying pressures and temperatures with deviations therefrom as provided in Subsection 5.1(I) and shall be determined as follows.

(a) The unit of measurement for the purpose of service under any of Transporter's Rate Schedules shall be one (1) Dth, which is the heat energy equivalent of one (1) MMBtu. The number of MMBtu's delivered shall be determined by multiplying the number of Cubic Feet of Natural Gas received or delivered, measured on the measurement basis hereinafter specified, by the Total Heating Value of such Natural Gas, in Btu's per Cubic Foot, and by dividing the product by one million (1,000,000).

(b) The unit of quantity for the purposes of measurement shall be one (1) Cubic Foot of Natural Gas at a temperature of sixty degrees (60§) Fahrenheit, at a pressure of 14.73 psia.

(c) The unit of weight for the purpose of measurement hereunder shall be one (1) pound mass of Natural Gas.

(d) The average absolute atmospheric pressure shall be assumed to be 14.4 psia.

(e) The flowing temperature of the Natural Gas shall be determined in accordance with industry standards for the purposes of measured volume correction.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT & MEASUREMENT EQUIPMENT (Continued)

(f) The specific gravity of the Natural Gas flowing through the meters shall be determined by Natural Gas chromatographic analysis of representative composite samples, or continuous sampling methods, unless otherwise mutually agreed upon by Connecting Party and Transporter.

(g) When orifice meters are used, the computation of quantities of Natural Gas delivered shall be in accordance with the published recommendations of the AGA's Report No. 3 (ANSI/API 2530), as revised September 1992, and as such report may be further revised, and any subsequent amendments thereof, or as may be mutually agreed upon by Connecting Party and Transporter.

(h) The Total Heating Value shall be measured, unless otherwise agreed by Transporter and Connecting Party, by methods in accordance with acceptable industry practice such as, but not limited to, Natural Gas chromatograph(s) located at appropriate points.

(i) The deviation of the Natural Gas delivered hereunder from Boyle's and Charles' Laws shall be determined in accordance with, but not limited to, the published recommendations of the AGA's Report No. 3, as revised 1992 and as such report may hereafter be further revised, and the American National Standards Institute as Transporter deems to be in accordance with accepted industry practice.

5.2 Measurement Operations and Equipment

Measurement Operations shall include, but not be limited to, the operation, calibration, and testing of transducers, chart records, meter runs, Natural Gas quality monitoring devices, and control valves, as well as the responsibility for quantity calculations for the measurement facility. Transporter may allow

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT & MEASUREMENT EQUIPMENT (Continued)

third parties the right to perform Measurement Operations; provided, however that such third-party furnishes to Transporter all data required for flow computations and can meet Transporter's measurement and operating standards; provided further, each third-party which performs such Measurement Operations shall be responsible for any and all associated costs of such Measurement Operations unless otherwise agreed to by Transporter and such third-party. Measurement equipment shall consist of the necessary metering devices, designed and installed in accordance with the current published recommendations of the American Gas Association or as mutually agreed upon by Connecting Party and Transporter; provided, however, Transporter shall have the right to require and may install or cause to be installed electronic Natural Gas measurement and control equipment at all points.

(a) Where orifice measurement equipment is to be used, orifice meter installation shall conform to the recommendations for design and installation contained in AGA Report No. 3, as revised September 1992 and as such report may hereafter be further revised or as may be mutually agreed upon by Connecting Party and Transporter.

(b) Turbine meter installation shall conform to the recommendations for design and installation contained in Natural Gas Measurement Committee Report No. 7 of the AGA, as published in 1996 and as such report may hereafter be further revised or as may be mutually agreed upon by Connecting Party and Transporter.

(c) Positive displacement meter installation shall conform to generally accepted engineering practices in the industry or as may be mutually agreed upon by Connecting Party and Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT & MEASUREMENT EQUIPMENT (Continued)

(d) Use of ultrasonic measurement equipment, to the extent Transporter employs ultrasonic metering devices, will conform to recommendations for the design and installation of such equipment contained in AGA Report No. 9, as published in 1998 and as such report may hereafter be further revised or as may be mutually agreed upon by Connecting Party and Transporter.

5.3 Access to Equipment and Records

Transporter and Connecting 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 equipment used in measuring receipts and deliveries hereunder. The records from such measurement equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within thirty (30) days after receipt thereof.

5.4 Check Measurement Equipment

Connecting Party may install, operate, and maintain, at its own expense, such check measurement equipment as it shall desire, provided, however, that such equipment shall be so installed immediately upstream of the Point(s) of Receipt or immediately downstream of the Point(s) of Delivery so as not to interfere with the operation of other, including Transporter's, measurement equipment or to increase any risk of damage to Transporter's Pipeline Facilities or of injury to any person. Transporter shall have access to such check measurement equipment at all reasonable hours, but the reading, calibrating, and adjusting thereof and the changing of charts shall be done only by Connecting Party.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT & MEASUREMENT EQUIPMENT (Continued)

5.5 Pressure Protection

Pressure regulation, pressure over-ride, and pressure relief valve or other pressure limiting devices installed and operated by Transporter at the measuring station or near each interconnection of Transporter's Pipeline Facilities with facilities of third parties shall only be for the purpose of operation and protection of Transporter's measurement equipment and Transporter's Pipeline Facilities.

5.6 Test of Meters

The accuracy of Transporter's and Connecting Party's measurement equipment shall be verified by Transporter and Connecting Party at reasonable intervals and, if requested, in the presence of representatives of Transporter and Connecting Party.

(a) Transporter and Connecting Party shall not be required to verify the accuracy of meter equipment including natural gas chromatograph equipment more frequently than once in any thirty (30) day period, or in accordance with the requirements of the agency(ies) having jurisdiction, or in accordance with Shipper's Service Agreement, whichever of these requirements is more stringent.

(b) Subject to the provisions of paragraphs (a) of this Section 5.6, either Transporter or Connecting Party, after written request, may secure a prompt verification of the other's measurement equipment, provided that the expense of any special test shall be borne by the requesting party if the measurement equipment is found to be in error by not more than one percent (1%).

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT & MEASUREMENT EQUIPMENT (Continued)

(c) Any errors or discrepancies found during testing shall be corrected immediately whenever possible or as soon thereafter as procurement of repair parts, materials, and tools can be arranged.

5.7 Measurement Equipment Inaccuracy and Failure

The quantity of Natural Gas received and delivered by Transporter and delivered to Shipper or for Shipper's account hereunder during periods when the measurement equipment is out of service or registering inaccurately shall be estimated as follows:

(a) If, upon test, any measurement equipment, the readings of which are used in the registration, integration, or computation of quantities of Natural Gas hereunder, is found to be in error to the extent that it introduces not more than one percent (1%) measurement error, in the individual measurement equipment affected, previous records of such equipment shall be considered accurate.

(b) If, upon test, any such above measurement equipment is found to be in error, to the extent that it causes the registered or computed quantities of the instrument(s) so affected to be in error, by an amount exceeding one percent (1%) such instrument(s) affected shall be corrected to zero (0) error for any part of the period since the last test in which such error is known to have existed or which may be agreed upon by representatives of Transporter and Connecting Party. In case the period of such error is not known definitely or agreed upon, such correction shall be for a period of one-half («) of the elapsed time since the date of the last test, but not exceeding a correction period of thirty (30) days.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT & MEASUREMENT EQUIPMENT (Continued)

(c) If no tests have been performed to determine the degree of inaccuracy, or measurement equipment is out of service, the quantity of Natural Gas shall be estimated as follows:

(1) by using the registration of any existing and agreed upon check equipment considered by Transporter or Connecting Party to be registering accurately, or in the absence of such equipment,

(2) by correcting the error, if the quantity of percentage of error is ascertainable by calibration, test, or mathematical calculation, or if neither of the two foregoing procedures are applicable,

(3) by relating the quantity of receipt or delivery to receipts or deliveries during periods under similar conditions when the measurement equipment was deemed to have been registering accurately.

5.8 Electronic Natural Gas Measurement ("EGM") Technical Requirements

(a) Accuracy. Where EGM is used, the system shall use instruments designed to provide overall measurement accuracy of ñ1.0% of flow, taking into account all the sources of error, including calibrated span of instruments, linearity, hysteresis, repeatability, ambient temperature, stability, vibration, and power supply fluctuation.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT & MEASUREMENT EQUIPMENT (Continued)

(b) Computation. The RTU shall, at a minimum, perform flow calculations per AGA-3, AGA-7 and AGA-9 requirements, as appropriate. As the flow calculation methods are revised from time to time, new releases shall be implemented within twelve (12) months from the release date. At Transporter's option, Transporter may use other methods of computation which are generally accepted in the industry.

(c) Calibration and Testing Equipment. All test and calibration equipment shall be certified and maintained pursuant to Transporter's current published standard operating procedures as revised from time to time.

5.9 Preservation of Records

Each party shall preserve for a period of at least two (2) years, or such longer period as may be required by the Federal Energy Regulatory Commission, all test data, charts, and other similar records.

5.10 Control of Flow

Transporter shall control flow of Natural Gas into and out of its Pipeline Facilities at all measurement facilities, but may allow the following, if all of Transporter's operating standards and requirements, including the requirements of Section 15, are met: (a) third parties to control flow into Transporter's Pipeline Facilities and (b) third parties to control flow out of Transporter's Pipeline Facilities, but Transporter reserves the right to override the third-party's flow control equipment.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT & MEASUREMENT EQUIPMENT (Continued)

5.11 Maintenance

(a) Major maintenance shall include, but not be limited to, the repair or replacement of major components and equipment required to support the Measurement Operations. For measurement facilities that a Connecting Party owns and for which Transporter performs Measurement Operations, such Connecting Party shall be responsible for any and all associated costs of such major maintenance unless otherwise agreed by Transporter and Connecting Party.

(b) Routine maintenance shall be the normal day-to-day maintenance required to support the Measurement Operations as necessary to upkeep the measurement facility and shall include but not be limited to, replacement of minor parts for instrumentation, measurement equipment, and minor valves and piping. The entity (Transporter or Connecting Party) which performs the Measurement Operations for the measurement facility shall also be responsible for such routine maintenance and any and all associated costs of such routine maintenance unless otherwise agreed by Transporter and Connecting Party.

5.12 Prior Period Adjustments

The cutoff for the closing of measurement data is five (5) Business Days after the business month, unless downstream pipelines to which Natural Gas is delivered by Transporter requires such data in a shorter period, in which case such shorter period shall be the deadline, as agreed by Transporter and the downstream pipeline. Missing or late measurement data shall be estimated by the measuring party. Any measurement data or corrections received by Transporter after it has closed the previous month of flow shall be handled as a prior period adjustment. Transporter shall process late measurement data or corrections of measurement errors as soon as practicable.

GENERAL TERMS AND CONDITIONS
(Continued)

5. MEASUREMENT & MEASUREMENT EQUIPMENT (Continued)

Measurement data corrections should be processed within six (6) months of the production month with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. The correction shall be made to the month of flow with a restated line item and a new total quantity of gas for the specific day(s) and the respective month.

GENERAL TERMS AND CONDITIONS
(Continued)

6. WARRANTY OF TITLE

Shipper warrants for itself, its successors, and assigns, that it will have, at the time of delivery of Natural Gas to Transporter for transportation hereunder, good and merchantable title to the Natural Gas to be delivered to Transporter's Pipeline Facilities and that all such Natural Gas shall be free and clear of all liens, encumbrances, and claims whatsoever, or good right to tender Natural Gas for transportation (and all necessary authorizations related thereto). Transporter warrants for itself, its successors, and assigns, that the Natural Gas it delivers hereunder to or for the account of Shipper shall be free and clear of all liens, encumbrances, and claims whatsoever arising out of or relating to Transporter's transportation of Natural Gas. Each party will indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of the indemnifying party's breach of the foregoing warranty, including adverse claims of any and all Persons to said Natural Gas and/or to royalties, taxes, license fees, or charges thereon which are applicable for such delivery of Natural Gas, and that each will indemnify the other and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by, and the obligation of, the party making such delivery. If Shipper's title or right to deliver Natural Gas to Transporter is questioned or involved in any action, Shipper shall not qualify for, and shall be ineligible to continue to receive, service until such time as Shipper's title or right to deliver is free from question; provided, however, Transporter shall allow Shipper to qualify for or continue receiving service under this Tariff if Shipper furnishes a bond and undertakings as to title satisfactory to Transporter. Title to the Natural Gas received by Transporter at the Point(s) of Receipt shall not pass to Transporter except that title to Transporter's Use Gas shall pass to Transporter at the Point(s) of Receipt.

GENERAL TERMS AND CONDITIONS
(Continued)

7. POSSESSION OF NATURAL GAS

7.1 Control of Natural Gas

Transporter shall be deemed to be in control and possession of the Natural Gas upon receipt of such Natural Gas at the Point(s) of Receipt until it shall have been delivered to Shipper or for Shipper's account at the Point(s) of Delivery. Transporter shall not be deemed to be in control or possession of such Natural Gas either prior to such receipt by Transporter or after such delivery.

7.2 Responsibility

Transporter shall have no responsibility with respect to any Natural Gas or on account of anything which may be done, happen, or arise with respect to such Natural Gas before receipt of such Natural Gas by Transporter or after delivery of such Natural Gas by Transporter, and Shipper shall have no responsibility with respect to any Natural Gas or on account of anything which may be done, happen, or arise with respect to such Natural Gas while such Natural Gas is in Transporter's possession so long as such Natural Gas meets Transporter's specifications under Sections 3 and 4; provided, however, in the event any Natural Gas flows through facilities of Shipper or any third-party prior to such delivery and the flow of the Natural Gas through such facilities is not for the express benefit of or on behalf of Transporter, Transporter shall have no responsibility with respect to any Natural Gas or on account of anything which may be done, happen, or arise with respect to such Natural Gas while in the facilities of Shipper or such third-party. Provided, further, the party deemed to be in control and possession of the Natural Gas to be transported shall be responsible for and shall indemnify the other party with respect to any losses, claims, liabilities, or damages (except punitive or consequential damages) arising therefrom.

GENERAL TERMS AND CONDITIONS
(Continued)

8.1 Billing

On or before the ninth (9th) Business Day of each Month, Transporter shall post on the Web Site a statement of the daily quantities with total monthly quantities in Dth and the Btu content of the Natural Gas received from or for the account of Shipper for transportation through Transporter's Pipeline Facilities and all applicable charges for transportation services rendered in the preceding month chargeable to Shipper under the applicable Rate Schedule and Service Agreement. Billing units will be stated in Dekatherms and transportation invoices will state the net billing rate. Transporter may furnish separate statements to Shipper that include an account of any imbalance charges or credits and penalty charges accrued by Shipper pursuant to the terms of Transporter's Tariff.

8.2 Payment

Shipper shall make payment to Transporter for the services performed or charges levied hereunder during the preceding calendar month by wire transfer to such address as Transporter may hereafter designate, no later than ten (10) days after the postmark on Transporter's billing statement or the date the electronic invoice is posted to the Web Site, provided Transporter has informed Shipper by electronic means of the date Transporter posts the monthly billings on its Web Site. Shipper shall submit supporting documentation, including invoice number, for each payment made to Transporter and Transporter shall apply the payment per supporting documentation provided by the Shipper.

The effective payment due date of an invoice when such date does not fall upon a business day (as defined in NAESB WGQ Standard 3.2.1) shall be the first business day following the due date. [3.3.25/v1.4]

If the effective payment due date falls on a day that the designated depository is not open in the normal course of business to receive Shipper's payment, then Shipper's payment shall be made on or before the first business day after the effective payment date that such depository is available.

8.3 Interest on Unpaid Amounts

Should Shipper fail to pay any amount when due, interest on the unpaid amount shall accrue at the rate equal to the rate then set forth in Section 154.501(d) of the Commission's Regulations under the Natural Gas Act from the date payment was due until payment is received by Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

8. BILLING AND PAYMENT (Continued)

8.4 Suspension of Transportation in the Event of Default

(a) If Shipper's failure to make payment continues for twenty (20) Days or more, Transporter may suspend the further transportation of Natural Gas upon fifteen (15) Days' prior written notice to Shipper and the Commission, but the exercise of such right shall be in addition to any other remedy available to Transporter; provided, however, that if Shipper, in good faith, shall dispute the amount of any such bills or parts thereof and shall pay to Transporter in a timely manner such amounts as it concedes to be correct (accompanied by supporting documentation, including invoice number, remittance detail which Transporter shall follow in applying such payment, and the basis for dispute) and, at any time thereafter within thirty (30) Days of a demand made by Transporter, shall furnish a good and sufficient surety bond in an amount and with sureties satisfactory to Transporter conditioned upon the payment of any amounts ultimately found due after a final determination, which may be reached either by agreement or by an arbitration award or a judgment of the courts, as the case may be, then Transporter shall not be entitled to suspend further delivery of Natural Gas unless and until default be made in the conditions on such bond. In the event it is finally determined or agreed that no payments were due from Shipper on such disputed bills, then Transporter will reimburse Shipper for the cost of procuring the surety bond within ten (10) Days after receipt of a detailed invoice thereof from Shipper.

GENERAL TERMS AND CONDITIONS
(Continued)

8. BILLING AND PAYMENT (Continued)

(b) Termination of Service Agreement

If Shipper fails to make the payments due to Transporter under any Rate Schedule in accordance with this Section 8 of the GT&C, then following sixty (60) Days' notice to Shipper by Transporter of its intent to terminate Shipper's Service Agreement by reason of such non-payment, Transporter shall have the right, in addition to any and all other remedies available at law or in equity, to terminate Shipper's Service Agreement hereunder if Shipper fails to cure such non-payment within such sixty (60) Day period; provided, however, if Shipper, in good faith, disputes the amount of any such bill or portion thereof and pays to Transporter in a timely manner such amounts as it concedes to be correct, Transporter shall not have the right to terminate Shipper's Service Agreement; and provided further, Transporter shall have all of the rights set out in this Section 8 of the GT&C.

8.5 Prepayment in the Event of Default

Upon default in payment for a period in excess of twenty (20) Days, Transporter may require as a condition to the continuation or recommencement of transportation services a deposit or other acceptable credit arrangement in an amount equal to not more than three (3) estimated maximum monthly bills for transportation services at the rates stated in Shipper's Service Agreement, which estimated maximum monthly bills shall be based on Shipper's actual bills for transportation services received from Transporter during the preceding three (3) months.

GENERAL TERMS AND CONDITIONS
(Continued)

8. BILLING AND PAYMENT (Continued)

8.6 Prior Period Adjustments

In the event an error is discovered in any invoice rendered by Transporter pursuant to a Service Agreement, Transporter or Shipper, whichever discovered the error, must identify to the other such error, including the amount, in writing within the prior period adjustment time limits; otherwise the invoice will be deemed correct. Prior period adjustment time limits should be six (6) months from the date of the initial transportation invoice and seven (7) months from the date of initial sales invoice with a three (3) month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

GENERAL TERMS AND CONDITIONS
(Continued)

9. NOTICES

9.1 General Notices

Except as otherwise provided in the GT&C, any notice, request, or demand concerning service under any Service Agreement shall be given in writing and sent by First-Class U.S. mail, registered mail, or certified mail postage prepaid, or by overnight courier service to the address specified in the Service Agreement; provided, however, that such notices, reports, or other communications shall be deemed to be in writing and properly sent if given by telephone, fax, or through Transporter's Web Site as provided in Section 20 or other electronic measures, provided further, that in the event notice is communicated by telephone, fax, or on Transporter's Web Site it shall be confirmed by delivery of the communication by overnight courier service, provided further, that notices of OFOs shall be issued in accordance with Section 18.4 of the GT&C.

9.2 Alternative Notice

Transporter and Shipper may agree in writing to an alternative method of giving notice to those specified in Section 9.1. Any such agreed upon alternative method of giving notice shall remain effective until rescinded by either party by giving prior written notice to the other party.

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE

10.1 Requests for Firm Services

(a) Transporter shall accept written transportation Requests for firm service under any firm Rate Schedule in accordance with this Section 10.1, provided that Transporter shall not be obligated to provide service at less than the applicable maximum rate.

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

(b) The transportation service Request Date for all Requests for firm transportation service under any firm Rate Schedules and for service under Rate Schedules OSS and LBS shall be the date Transporter receives a valid request pursuant to this Section 10, as such date is evidenced on Shipper's Service Request Form by a postmark, delivery service datemark or, if by electronic communication, the date of receipt shown on Transporter's computer. All such requests received on the same Day shall be deemed to have the same date, and if the sum of all Requests for firm service under Rate Schedule(s) FT-1 and FT-2 exceeds the certificated capacity of Transporter's Pipeline Facilities, or if the sum of all Requests for service under Rate Schedules OSS and LBS exceeds the available off-system transportation and storage capacity to be provided by Transporter in its sole discretion, then the available firm capacity (for Rate Schedule(s) FT-1 and FT-2) and the available off-system transportation and storage capacity (for Rate Schedules OSS and LBS) shall be allocated in the order of the highest economic value of the bids to Transporter on a Net Present Value basis. All capacity related to such unsatisfied Requests for firm service under Rate Schedule(s) FT-1, FT-2 and for service under Rate Schedules OSS and LBS having the same economic value to Transporter shall be allocated among Shippers on a pro rata basis.

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

(c) Shippers requesting service at a Negotiated Rate which exceeds the maximum rate will be considered to be paying the maximum rate for purposes of determining the bid with the greatest economic value in this Section 10.1.

10.2 Information Required From All Shippers

(a) All Shippers seeking service from Transporter must provide the information required by this Section 10 and must submit a Service Request Form, available on Transporter's Web Site, containing the information described therein. A Service Agreement may be tendered provided the preceding requirements have been satisfied and Shipper's credit evaluation pursuant to Section 10.3 is satisfactory. In the event Transporter determines that Shipper's Request for service does not comply with this Section 10.2 or Shipper's credit evaluation does not comply with Section 10.3, Transporter shall notify Shipper of the deficiencies and the additional information or changes required to complete the Request. Transporter shall undertake reasonable efforts to provide such notice of deficiency within fourteen (14) days of receipt of Shipper's Request for service. Shipper shall have the right for a period of fourteen (14) days after such notice to supplement Shipper's Request as required to comply with this Section 10. If

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

Shipper's Request, as supplemented within said fourteen (14) days, remains incomplete and deficient, then Shipper's Request shall be rejected, without prejudice to Shipper submitting a new Request in compliance with this Section 10.2.

(b) If Shipper's Request for service and credit evaluation comply with this Section 10 and Transporter accepts Shipper's Request for service, a Service Agreement shall be made available to Shipper for execution. As of the date that Service Agreement is made available for service to Shipper, Transporter shall deem the MDQ, MSQ, MDIQ or MDWQ under such Service Agreement to be an existing obligation, subject to Shipper's execution of the Service Agreement in accordance with this Section 10.2(b). In the event the Service Agreement is not executed by Shipper within ten (10) days of its availability to Shipper, Transporter shall consider the Request for service invalid and the Service Agreement shall be void.

(c) In addition to any specific requirements set forth in the applicable Rate Schedule, all firm transportation Requests shall be subject to the following conditions:

(1) No Request for transportation from a Point of Receipt or to a Point of Delivery shall be considered valid or be granted if to do so would impair Transporter's ability to render existing services to Transporter's Rate Schedule(s) FT-1, FT-2, OSS and LBS Shippers.

(2) Subject to the provisions of 10.2(c)(1), the addition of or changes to Primary Point(s) of Receipt including Designated Limited Notice Receipt Points or Primary

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

Point(s) of Delivery to a firm Service Agreement within Shipper's MDQ will not be considered a new transaction for purposes of complying with this Section 10. Any Shipper receiving permission from Transporter to use any new Primary Point(s) of Receipt or new Primary Point(s) of Delivery within Shipper's MDQ shall be deemed to have complied with the requirements of this Section 10 for purposes of receiving priority in contracting for such new Primary Point(s) of Receipt or new Primary Point(s) of Delivery for firm transportation over any third-party subsequently requesting firm transportation under a firm Rate Schedule at that Point of Receipt or Point of Delivery as a Primary Point of Receipt or Primary Point of Delivery if, at the time of Shipper's request, said third-party's request has not been accepted by Transporter. The priority for such new Primary Point(s) of Receipt or Primary Point(s) of Delivery shall be determined in accordance with this Section 10.

(d) No Requests for service will be processed until Shipper has provided to Transporter a completed Service Request Form, including information regarding any specific affiliation with Transporter. All completed Service Request Forms must be sent by U.S. Postal Service, by express mail, by courier, or by facsimile, to

GUARDIAN PIPELINE, L.L.C.
Operator, Attn: Customer Services
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103
Phone: (918) 588-7745
Facsimile: (918) 588-7750

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

Additionally, to the extent the Commission ultimately requires pipelines to conduct all business transactions using the Internet (as contemplated by Commission Docket No. RM96-1), Requests for service must be provided to Transporter on Transporter's Website or in any other manner required by the Commission's final order in Docket No. RM96-1 or any other docket relating to transactions on the Internet and any NAESB standards promulgated pursuant to appropriate Commission authority.

(e) Submission of the Request for service shall constitute certification of the following:

(1) Shipper has or will have title or a current contractual right to acquire title to or to ship the Natural Gas to be transported by Transporter.

(2) Prior to the commencement of service, Shipper has or will enter into all necessary third-party agreements to transport the Natural Gas to the Point(s) of Receipt on Transporter's Pipeline Facilities and from the Point(s) of Delivery on Transporter's Pipeline Facilities to the party ultimately receiving the Natural Gas.

(3) If Shipper is requesting service hereunder to be implemented pursuant to Section 311 of the Natural Gas Policy Act of 1978, certification must be executed by the local distribution company or the intrastate pipeline company, on whose behalf the transportation will be performed, whether or not such local distribution company or intrastate pipeline is the Shipper, that the local distribution company or intrastate pipeline (1) will have physical custody of

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

and transport the Natural Gas at some point during the transaction of which the transportation by Transporter is a part; or (2) will hold title to the Natural Gas at some point for a purpose related to its status and functions as a local distribution company or intrastate pipeline; or (3) that the Natural Gas will be delivered to a Shipper that is located within the local distribution company's service area and the transportation is being provided on its behalf; or (4) that the Natural Gas will be delivered to a Shipper that is physically able to receive direct deliveries of Natural Gas from the intrastate pipeline and the transportation is being provided on its behalf.

10.3 Creditworthiness

Transporter shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of a Shipper's overall financial condition. Such credit appraisal and any further or ongoing credit appraisal as may be necessary shall be based mainly upon the information and criteria listed in (a)-(c) below. Provided further, a Shipper with an ongoing business

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

relationship with Transporter shall have no delinquent balances outstanding for services made previously by Transporter, and Shipper must have paid its account according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

(a) Shipper shall provide any reasonable information required by Transporter in connection with transportation services pursuant to this Tariff, including information relating to the Shipper's supply of natural gas, the deliverability of such natural gas and upstream transportation arrangements.

(b) Shipper shall provide Transporter within one hundred and twenty (120) days after the end of each fiscal year of Shipper, current audited financial statements, annual reports, 10-K reports, or other filings with regulatory agencies which discuss Shipper's financial status; a list of all corporate affiliates, parent companies, and subsidiaries; and any reports from credit reporting and bond rating agencies which are available. Transporter may accept unaudited consolidated financial statements. Transporter shall determine the acceptability of the Shipper's overall financial condition.

(c) Upon execution and delivery of the Service Agreements, Shipper will comply with one of the following creditworthiness requirements:

(1) The Shipper, or an Affiliate Guarantor, has an investment grade rating for its long term senior unsecured debt from a recognized rating agency. A Shipper who qualifies under this category initially but is later downgraded below investment grade will be required to qualify under another category below.

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

(2) A Shipper, or an Affiliate Guarantor, whose long term senior unsecured debt does not have an investment grade rating from a recognized rating agency will be accepted as creditworthy if Transporter determines that, notwithstanding the absence of an acceptable rating, the creditworthiness of the Shipper is deemed acceptable. Application for acceptance as creditworthy may be made at any time. Shipper will not be subject to having its acceptance under this category revoked unless there has been a material adverse change in the financial criteria relied on at the time of acceptance.

10.4 Failure to Meet Creditworthiness Criteria

(a) Upon notification by Transporter that Shipper has failed to satisfy the credit criteria, such Shipper may still obtain credit approval by Transporter if it elects to provide:

(1) a Letter of Credit or a cash deposit, in an amount equal to the sum of three (3) months' anticipated reservation charge revenues from Shipper based on the rates in Shipper's Service Agreement for service pursuant to its firm Service Agreement. Transporter will accrue interest for the account of Shipper on any cash deposit at the simple prime rate of interest for the application period offered by Citibank N.Y. or any successor of Citibank, N.Y. A Letter of Credit must be in a form reasonably acceptable to Transporter. Such security shall be adjusted annually to reflect any change in the anticipated reservation charge revenues for the succeeding three (3) months; or

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

(2) an advance deposit, a standby irrevocable letter of credit, a security interest in collateral found to be satisfactory to Transporter or a guarantee, acceptable to Transporter, by another person or entity which satisfies the credit appraisal for service pursuant to its interruptible service agreement, or

(3) other security acceptable to Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

Any Shipper who qualifies under paragraphs (1), (2), or (3) above by virtue of an Affiliate Guarantor guaranteeing the obligations of the Shipper shall provide an irrevocable undertaking from the Affiliate to guarantee the Shipper, and shall provide the undertaking to guarantee concurrently with the execution of a Service Agreement. Such guarantee shall be in a form acceptable to Transporter.

(b) If Shipper's credit standing ceases to meet Transporter's credit requirements during the period of service, then Transporter has the right to require security or a deposit as specified in Section 10.4(a). If security or a deposit is not tendered in a timely period as reasonably determined by Transporter, then Transporter is not required to continue service. If Shipper is unable to maintain acceptable credit, the executed Service Agreement may be terminated by Transporter as of the first Day of the Month following written notice of the termination to Shipper.

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

10.6 Operationally-Created Capacity Availability

(a) To the extent that, pursuant to Section 4 of these GT&C, a Shipper and Transporter have agreed to a minimum delivery pressure above the Tariff minimum delivery pressure, any such Shipper may at any time elect to waive its right to receive deliveries at the minimum delivery pressure specified in its firm Service Agreement. Should Shipper waive this right, it shall notify Transporter in writing of its waiver, including the following:

(1) the applicable Point(s) of Delivery;

(2) the duration of the waiver, which shall be for a term less than the remaining term of the applicable Service Agreement; and

(3) the minimum pressure to which it agrees to reduce Transporter's delivery obligation.

(b) Transporter shall notify Shipper of any increased capacity available on the Pipeline Facilities resulting from such Shipper's waiver. Shipper shall then have the right to subscribe, for the term of the waiver, to all or a portion of the additional capacity for firm transportation service under any of Transporter's generally applicable Rate Schedules, by providing notice to Transporter within three (3) Business Days of Transporter's notification. Should Shipper make a timely election to utilize all or a portion of the capacity created through the reduction in delivery pressure, Transporter and Shipper shall execute a Service Agreement for the additional capacity in accordance with this Section 10, subject to the provisions of Section 10.6(d), below.

(c) If and to the extent that, within the three (3) Business Day period specified in Section 10.6(b) above, Shipper does not exercise its right to subscribe for the firm capacity created by the waiver, such unsubscribed capacity shall be available for firm transportation service, for the term of the waiver, in accordance with the procedures set forth in this Section 10, subject to the provisions of Section 10.6(d), below.

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

(d) Any Service Agreement entered into pursuant to Section 10.6(b) or 10.6(c) above shall not be subject to the right of first refusal under Section 23 of these GT&C, except to the extent that the term of Shipper's Service Agreement is less than the duration of the applicable waiver established pursuant to Section 10.6(a)(2), above, and Shipper is otherwise eligible for a right of first refusal under Section 23 of these GT&C, in which event Shipper may only exercise its right of first refusal to extend its Service Agreement for a term that does not exceed the duration of the applicable waiver.

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

10.5 Creditworthiness Notices

(a) Company Responsibilities

(1) Transporter shall designate, on its Internet website or in written notices to Shipper, the Internet E-mail addresses of up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness. Shipper's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Transporter shall manage internal distribution of any such confirmations. [0.3.7/v1.7]

(2) If Transporter requests additional information to be used for credit evaluation after the initiation of service, Transporter, contemporaneous with the request, shall provide its reason(s) for requesting the additional information to Shipper and designate to whom the response shall be sent. Transporter and Shipper may mutually agree to waive this requirement. [0.3.3/v1.7]

(3) Upon receipt from Shipper of all credit information provided, Transporter shall notify Shipper's authorized representative(s) that it has received such information. Transporter and Shipper may mutually agree to waive this requirement. [0.3.6/v1.7]

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

10.5 Creditworthiness Notices (Continued)

(4) After Transporter's receipt of Shipper's request for re-evaluation, including all required information ("Shipper's Request"), within five (5) Business Days, Transporter shall provide a written response to Shipper's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for Transporter's decision, or an explanation supporting a future date, which a re-evaluation determination will be made. In no event shall such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Shipper's Request unless specified in Transporter's FERC Gas Tariff or if the parties mutually agree to some later date. [0.3.9/v1.7]

(5) Regarding capacity release transactions, Transporter shall provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Transporter to the Releasing Shipper's Replacement Shipper(s), of the following:

(i) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to this Section 10 and Section 8 of the General Terms and Conditions of Company's FERC Gas Tariff;

(ii) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

10.5 Creditworthiness Notices (Continued)

(iii) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and

(iv) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to this Section 10. [5.3.60/v1.7]

(b) Shipper Responsibilities

(1) Shipper shall designate up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness, including requests for additional information, and shall provide to Transporter the Internet E-mail addresses of such representatives prior to the initiation of service. Written requests and responses shall be provided via Internet E-mail, unless otherwise agreed by the parties. The obligation of Transporter to provide creditworthiness notifications is waived until the above requirement has been met. Shipper shall manage internal distribution of any creditworthiness notices that are received. [0.3.7/v1.7]

(2) Upon receipt of either an initial or follow-up request from Transporter for information to be used for creditworthiness evaluation, the Shipper's authorized representative(s) shall acknowledge receipt of Transporter's request. Transporter and Shipper may mutually agree to waive this requirement. [0.3.4/v1.7]

GENERAL TERMS AND CONDITIONS
(Continued)

10. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (Continued)

10.5 Creditworthiness Notices (Continued)

(a) Shipper Responsibilities (Continued)

(3) Shipper's authorized representative(s) shall respond to Transporter's request for credit information, as allowed by this Section 10, on or before the due date specified in the request. Shipper shall provide all the credit information requested by Transporter or provide the reason(s) why any of the requested information was not provided. [0.3.5/v1.7]

(4) At any time after Shipper is determined to be non-creditworthy by Transporter, Shipper may initiate a creditworthiness re-evaluation by Transporter. As part of Shipper's re-evaluation request, Shipper shall either update or confirm in writing the prior information provided to Transporter related to Shipper's creditworthiness. Such update shall include any event(s) that Shipper believes could lead to a material change in Shipper's creditworthiness. [0.3.8/v1.7]

(c) Designating Notice Representatives

Transporter's and Shipper's authorized creditworthiness representative(s) for Internet E-mail notifications, responses and requests as described in this Section 10 shall be established by initiating a request as prescribed on Transporter's Customer Activity site.

In complying with the creditworthiness-related notifications pursuant to this Section 10 and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper and Transporter may mutually agree to other forms of communication in lieu of Internet E-mail notification. ([0.3.10/v1.7]

GENERAL TERMS AND CONDITIONS
(Continued)

11. NOMINATIONS

11.1 Nomination Procedures

(a) General

(1) Shipper shall nominate Natural Gas for transportation under its Service Agreement(s) by notifying Transporter of the daily quantity of Natural Gas expressed in Dth including Transporter's Use Gas, Third-Party Transportation Use Gas and/or Third-Party Injection Use Gas, as applicable, it has available for transportation at each Point of Receipt and of the daily quantity of Natural Gas it desires to have delivered at each Point of Delivery, in accordance with the nomination cycles set forth in Sections 11.1(b) and 11.2, provided that Designated Limited Notice Point(s) of Receipt nominations shall be made in accordance with Section 17.2. Quantities nominated at Point(s) of Receipt less Transporter's Use Gas, Third-Party Transportation Use Gas, and/or Third-Party Injection Use Gas, as applicable, shall equal the nominated quantities at Point(s) of Delivery; provided however, if the nomination is to cure an imbalance, such nomination shall not be required to be balanced. All nominations are considered original nominations and must be replaced to be changed.

(2) Shipper shall specify a begin date and an end date for each nomination. Such begin date and end date shall be within the terms of Shipper's Service Agreement. Unless Shipper wishes to change its nomination, Shipper shall not be required to resubmit its nomination during the period bounded by the begin date and end date.

(3) Nominations shall be submitted to Transporter through Transporter's Web Site unless otherwise agreed. Transporter shall not be obligated to

GENERAL TERMS AND CONDITIONS
(Continued)

11. NOMINATIONS (Continued)

accept nominations in excess of Shipper's MDQ, MDIQ or MDWQ; provided, however, Shipper shall nominate at each Point of Receipt a quantity sufficient to include any Transporter's Use Gas, Third-Party Transportation Use Gas, and/or Third-Party Injection Use Gas, as applicable, that Shipper is required to tender to Transporter in accordance with this Tariff.

(4) In the absence of confirmation, Transporter shall schedule the lesser of the requested nomination or the previously scheduled quantity.

(5) For the purposes of this Section 11, "provide" shall mean, for transmittals pursuant to NAESB Standard Nos. 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(b) Timely Nomination Cycle: The nomination time line for Timely Nomination is as follows:

On the Day prior to Gas flow

11:30 a.m. CCT	Nomination leaves control of the Shipper.
11:45 a.m. CCT	Receipt of nomination by Transporter (including from title transfer tracking service providers).
12:00 p.m. CCT	Transporter provides quick response for validity of data elements.
3:30 p.m. CCT	Receipt of completed confirmation by Transporter from upstream and downstream connected parties.
4:30 p.m. CCT	Receipt of scheduled quantities (including intra-day nominations and any other scheduling changes) by Shipper and point operator.

GENERAL TERMS AND CONDITIONS
(Continued)

11. NOMINATIONS (Continued)

On the Gas Day	
9:00 a.m. CCT	Scheduled quantities resulting from a Timely Nomination shall be effective.

11.2 Change in Nominations

(a) Intra-day Nominations: Shipper may revise its nomination in effect for any Day by submitting to Transporter a revised daily nomination in accordance with the intra-day nomination timeline. The intra-day nomination timelines shall be as follows:

(1) Evening Nomination Cycle:

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 (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

GENERAL TERMS AND CONDITIONS
(Continued)

11. NOMINATIONS (Continued)

(2) Intra-day 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 (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on gas day.

GENERAL TERMS AND CONDITIONS
(Continued)

11. NOMINATIONS (Continued)

(3) Intra-day 2 Nomination Cycle:

On the Gas Day	
5:00 p.m. CCT	Intra-day nomination leaves control of Shipper.
5:15 p.m. CCT	Receipt of intra-day nomination by Transporter (including from title transfer tracking service providers).
5:30 p.m. CCT	Transporter provides quick response for validity of data elements.
8:00 p.m. CCT	Receipt of completed confirmation by Transporter from upstream and downstream connected parties.
9:00 p.m. CCT	Receipt of scheduled quantities (including intra-day nominations and other scheduling changes) by Shipper and point operator(s), and scheduled quantities from Intra-day 2 Nomination shall be effective.

Bumping is not allowed during the Intraday 2 Nomination Cycle.

(b) Intra-day nominations may increase or decrease the existing nomination quantity by any amount, provided that:

(1) Intra-day nominations, once confirmed and scheduled, shall have the effect of increasing or decreasing Shipper's scheduled quantity over the remaining hours in the Day, provided that Transporter shall not accept an intra-day nomination to decrease the existing confirmed nomination to less than the Elapsed-prorated-scheduled quantity.

GENERAL TERMS AND CONDITIONS
(Continued)

11. NOMINATIONS (Continued)

(2) With the exception of the time of Day, intra-day nomination changes shall be made pursuant to the procedures set forth in subsections 11.1(a) and 11.1(b). Intra-day nominations are for one Day only and do not otherwise change original nominations made pursuant to Section 11.1.

(c) Make-up Nominations: Transporter will accept a nomination to make-up an estimated imbalance under Section 19, as long as the available information (e.g., metered volumes, estimated production reports, or confirmed nominations) indicates that an imbalance has been incurred, but if it is ultimately determined that no imbalance was incurred, Transporter will not be responsible in any manner to Shipper for accepting its make-up nomination.

(d) Other Nominations: Shipper may make Designated Limited Notice Point(s) of Receipt nominations in accordance with Section 17.2(e). Transporter also may accept in a not unduly discriminatory manner a nomination submitted by Shipper that does not comply with the requirements of Section 11.1 or Section 11.2 or Section 17.2 if, in Transporter's reasonable judgment, the acceptance of such nomination will not adversely affect the timely processing by Transporter of all other Shippers' nominations which do comply hereunder and sufficient capacity is available to provide the requested service.

11.3 Confirmation

Transporter shall be entitled to rely conclusively on Shipper's nomination of the quantities to be delivered at the Point(s) of Receipt. Shipper shall not nominate for transportation in excess of: (i) the volumes third-party transporter(s) have agreed to accept for transportation for delivery to Transporter, or (ii) the volumes third-party transporter(s) have

GENERAL TERMS AND CONDITIONS
(Continued)

11. NOMINATIONS (Continued)

agreed to accept for delivery from Transporter, whichever is less. Shipper shall be responsible for all dispatching notices to third-party transporter(s), for notifying third-party transporter(s) of any changes in nominations, and for insuring that third-party transporter(s) comply with such changes. Prior to accepting any nominations by Shipper, the responsible dispatching party at each Point of Receipt and each Point of Delivery shall confirm the Shipper's nomination. Transporter may make such inquiries as it deems necessary, including but not limited to, contacting the responsible dispatching party at each Point of Receipt and each Point of Delivery, to determine that Shipper's nomination will be implemented as stated by Shipper. Transporter will accept only that portion of Shipper's nomination that it confirms will be implemented; provided, however, Transporter shall have no obligation to confirm any nomination that will allow Shipper to deliver into Transporter's Pipeline Facilities quantities of Natural Gas in excess of Shipper's MDQ, unless it has accepted nominations as Authorized Overrun. If no confirmation is received, the lesser of the new nomination or previously scheduled quantity applies.

11.4 Ranking

Ranking: Shipper shall provide a predetermined priority (Rank) for all of the Delivery Point(s) and associated quantities nominated under a Transportation Service Agreement in the event of an interruption or reduction in the receipts of Shipper's gas by Shipper or third parties on Shipper's behalf at the Delivery Point. Shipper shall also provide a predetermined priority at all Receipt Point(s) at which Shipper has nominated gas to be transported under a Transportation Service Agreement to be used by Transporter to limit the receipts of gas from Shipper at the Receipt Point(s) in the event of an interruption or reduction in the quantities of gas that Shipper delivers or has delivered on Shipper's behalf to Transporter at a Receipt Point(s). If Shipper fails to submit a Rank for a nomination, Transporter will assign to the nomination, by default, the lowest ranking.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SERVICE SCHEDULING, SERVICE PRIORITY AND IMPAIRMENT OF DELIVERIES

12.1 Scheduling

Service is deemed scheduled after Shipper submits a nomination in accordance with Section 11 or Section 17.2(e) and Transporter confirms the nominated receipt of Natural Gas into the Pipeline Facilities and the nominated delivery of Natural Gas to Shipper or for Shipper's account. Until Transporter has informed Shipper that its nomination is confirmed, such Natural Gas quantities will not be deemed scheduled.

12.2 Service Priority

(a) The quantities nominated for transportation by Shipper shall be scheduled by Transporter for receipt and delivery in the following order.

(1) Firm transportation of Natural Gas from a Shipper's Primary Point(s) of Receipt, including Shipper's Designated Limited Notice Receipt Point(s), and to its Primary Point(s) of Delivery.

(2) Firm transportation of Natural Gas within the Contract Path from a Shipper's Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery.

(3) Firm transportation of Natural Gas outside the Contract Path from a Shipper's Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery.

(4) Interruptible transportation and transportation of Natural Gas shipped as Authorized Overrun in sequence starting with the highest rate.

(5) Quantities nominated for PAL Service in sequence starting with the highest rate.

(6) Quantities scheduled for the purpose of resolving an imbalance.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SERVICE SCHEDULING, SERVICE PRIORITY AND IMPAIRMENT OF DELIVERIES (Continued)

(b) Once firm service is nominated and scheduled during any Day under any firm Rate Schedule, subject to the priority of service under Section 17.2, such service shall not be bumped for the purpose of scheduling other quantities with equal or lower priority during the Day, except as further provided in Sections 12.3(a) and (b).

(c) In the event a tie for capacity exists within any category of Section 12.2(a), quantities will be scheduled on a pro rata basis of nominated quantities.

(d) If Shipper fails to or otherwise is unable to accept the quantities of Natural Gas tendered at the confirmed Point(s) of Delivery on any Day, then Transporter may refuse to receive Natural Gas at the Point(s) of Receipt on such Day. Should Shipper fail to or otherwise be unable to tender quantities of Natural Gas at the Point(s) of Receipt on any Day, then Transporter may refuse to deliver Natural Gas at the confirmed Point(s) of Delivery on such Day.

12.3 Impairment of Service

(a) Subject to Section 17.2, Transporter shall have the unqualified right to interrupt transportation services until 5:00 p.m. CCT, unless such bumping affects transactions on another pipeline, under Transporter's Interruptible Rate Schedule(s) IT-1 and IT-2 to provide service under Transporter's Firm Rate Schedule(s) FT-1 and FT-2. Interruptible services shall be interrupted in sequence starting with interruptible service charged the rate least proximate to the applicable maximum rate. In the event of a tie, service shall be interrupted on a pro rata basis.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SERVICE SCHEDULING, SERVICE PRIORITY AND IMPAIRMENT OF DELIVERIES (Continued)

(b) Transporter shall have the right to curtail, interrupt, or discontinue service under any Rate Schedule, in whole or in part, on all or a portion of its Pipeline Facilities at any time (1) for reasons of Force Majeure, (2) when capacity or operating conditions so require, or (3) to perform routine repair, improvements and maintenance on Transporter's Pipeline Facilities as necessary to maintain the operational capability of Transporter's Pipeline Facilities or to comply with applicable regulatory requirements. Transporter shall exercise due diligence to schedule routine repair, improvements and maintenance so as to minimize disruptions of service to Shippers and shall provide reasonable notice of the same to Shipper. Routine repairs and maintenance will not disrupt confirmed service but will be planned through scheduling. Transporter shall provide Shipper such notice of the curtailment as is reasonable under the circumstances.

(c) In the event of curtailment pursuant to Section 12.3(b) caused by an event occurring on Transporter's Pipeline Facilities, excluding an event at a specific Point of Receipt or Point of Delivery, service shall be curtailed in the reverse order in which such service was scheduled in accordance with Section 12.2.

(d) If curtailment or interruption is caused by an event occurring at a specific Point of Receipt or Point of Delivery on Transporter's Pipeline Facilities, quantities will be curtailed based on the utilization of that Point as primary firm, secondary firm, or interruptible and in the reverse order in which such service was scheduled in accordance with Section 12.2.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SERVICE SCHEDULING, SERVICE PRIORITY AND IMPAIRMENT OF DELIVERIES (Continued)

(e) Without regard to any other remedy provided by law or by the provisions hereof, Transporter shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with a curtailment or interruption order by Transporter in compliance with this Section 12, or any directive from any governmental authority having jurisdiction in the premises.

(f) All quantities received and/or taken in violation of Transporter's curtailment, OFO, or interruption orders (Excess Quantity) shall constitute unauthorized receipts or deliveries of Natural Gas for which a charge per Dth as determined below shall be assessed in addition to any other applicable rate, charge, or penalty. Such charge shall be applicable to all such unauthorized receipts and deliveries following notification of curtailment or interruption pursuant to Section 12.4, which may be given by telephone (and confirmed by either facsimile transmission or posted on Transporter's Web Site), or by any other reasonable means.

Charge per Dth of Excess Quantity
200% of the Gas Price Index for the flow date on which the gas is transported.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SERVICE SCHEDULING, SERVICE PRIORITY AND IMPAIRMENT OF DELIVERIES (Continued)

(g) Transporter shall provide Shipper with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm in writing or by facsimile transmission the notice given if originally provided telephonically. Transporter shall also post the notice on its Website. Shipper shall have the responsibility to inform its end-users, suppliers, gatherers, other transporters, and all other parties involved in the transaction as to any curtailment or interruption.

(h) Shipper shall indemnify Transporter against and hold Transporter harmless from any and all damages, claims, suits, actions, or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption of Shipper's service invoked by Transporter, which shall include any curtailment or interruptions described in any part of this Section 12 except if such damages, claims, suits, actions or proceedings are due to Transporter's gross negligence, undue discrimination, or willful misconduct.

12.4 Emergency Situation

(a) In the event Transporter is advised by a Shipper that, absent adjustment of the curtailment level contemplated by Section 12.3(g), the Shipper will be unable for the duration indicated by the Shipper to avoid irreparable injury to life or property (including environmental emergencies) ("Emergency Situation"), then Transporter shall adjust its curtailment of all other Shippers on a pro rata basis as necessary to deliver the quantities required to avoid or mitigate the threatened or existing Emergency Situation to

GENERAL TERMS AND CONDITIONS
(Continued)

12. SERVICE SCHEDULING, SERVICE PRIORITY AND IMPAIRMENT OF DELIVERIES (Continued)

the extent practicable. While Transporter will make adjustments in curtailment promptly upon written notification by Shipper, Shipper must provide to Transporter within twenty-four (24) hours of notification a sworn statement including:

(1) A detailed explanation of and an estimated duration of the Emergency Situation; and

(2) Affirmation that, if the Emergency Situation is an environmental emergency, the Shipper has made and continues to make all feasible efforts to resolve the environmental emergency, including requests for waiver, exemption, and other relief from any regulation, directive, order, or other mandate of a governmental body.

Shipper shall provide Transporter immediate written notice of the cessation of the Emergency Situation.

(b) Transporter shall provide notice to any Shipper that is curtailed as a result of a request submitted under the Emergency Situation relief provisions of Section 12.4(a). Such notice shall be provided in a time and manner that is reasonable under then existing conditions but no later than within twenty-four (24) hours of such curtailment. In the event the Shipper requesting Emergency Situation relief provides the sworn statement required by Section 12.4(a), Transporter shall provide a copy of the sworn statement at the request of any Shipper curtailed to a lower quantity as a result of the anticipated sworn statement.

GENERAL TERMS AND CONDITIONS
(Continued)

12. SERVICE SCHEDULING, SERVICE PRIORITY AND IMPAIRMENT OF DELIVERIES (Continued)

(c) Transporter shall not be liable for granting exceptions to the curtailment provisions of this Section 12 for any Shipper based upon a request submitted by any Shipper to Transporter under the Emergency Situation relief provisions of this Section 12.4. In the event Shipper does not provide the sworn statement as required by Section 12.4(a), then all quantities attributable to the adjustments made by Transporter shall be billed to that Shipper, in addition to all other charges, at a rate equal to three-hundred percent (300%) of the Gas Price Index. All revenues attributable to such charge shall be credited, pro rata, on the basis of the increase in curtailment caused by the invocation of Section 12.4(a) to those Shippers curtailed to a lower quantity as a result of the anticipated sworn statement. Notwithstanding any provision of this Section 12, however, Shipper shall not be entitled to relief under Section 12.4(a) to the extent that (1) an Emergency Situation is due to the Shipper's failure to have adequate transportation arrangements in effect for the delivery of Shipper's Natural Gas at the Point(s) of Receipt and Point(s) of Delivery in effect hereunder during the relevant period, or (2) the quantity of Natural Gas required to meet such Emergency Situation exceeds such Shipper's firm contractual rights.

(d) If Transporter is requested to grant relief under Section 12.4(a), then the requesting Shipper's bill for such Month shall be adjusted upward by an amount equal to the aggregate curtailment adjustment quantity requested by the Shipper, pursuant to Section 12.4(a), multiplied by the applicable maximum reservation charge for Rate Schedule(s) FT-1 or FT-2. All revenues attributable to such

GENERAL TERMS AND CONDITIONS
(Continued)

12. SERVICE SCHEDULING, SERVICE PRIORITY AND IMPAIRMENT OF DELIVERIES (Continued)

adjustment shall be credited, on a pro rata basis, based on each Shipper's additional curtailment quantity due to the Emergency Situation divided by the aggregate of all Shippers' additional curtailment quantity due to the Emergency Situation, to those Shippers curtailed as a result of the Emergency Situation.

(e) Natural Gas delivered to Transporter's pipeline facilities in violation of a notice of curtailment, operational flow order or interruption order shall constitute unauthorized receipts. Transporter shall provide Shipper reasonable notice of such curtailment or interruption orders and Shipper shall be permitted 3 hours, or such lesser time as is necessary to maintain the physical and/or operational integrity of Transporter's Pipeline Facilities, to reduce its tenders in compliance with the curtailment or interruption orders. If Shipper does not reduce its deliveries to Transporter within such notice period, then Transporter shall have the right to seize and retain such unauthorized receipts.

GENERAL TERMS AND CONDITIONS
(Continued)

13. DETERMINATION OF RECEIPTS AND DELIVERIES

13.1 Allocation of Actual Quantities at Point of Receipt

(a) The upstream party providing the point confirmation should submit the pre-determined allocation to the allocating party after or during confirmation and before the start of the gas Day. The allocation statement shall allocate the actual quantities of gas in Dth received each Day for the account of its Shippers at all of its various Points of Receipt. The allocation methodology types agreed upon are as follows (ranked, pro rata, percentage, swing and operator provided value):

(1) ranked by the order in which the Transportation Service Agreements are to be allocated to the extent Natural Gas is available;

(2) pro rata based on confirmed nominations;

(3) percentage of the gas available for delivery at the Point of Receipt;

(4) designation of a "swing" contract for receipt volume imbalances; or

(5) operator provided value.

(b) If no predetermined allocation is received at a point, Transporter shall allocate quantities of Gas pro rata based on scheduled quantities.

(c) Each predetermined allocation statement and revision thereto must be received by Transporter, by facsimile or through Transporter's Website prior to the time Transporter completes the confirmation of that Day's nominations. If there are no additions in nominations by a Shipper at a Point of Receipt or other changes, the current predetermined allocation statement will stay in effect as submitted until it is changed pursuant to the foregoing procedures.

GENERAL TERMS AND CONDITIONS
(Continued)

13. DETERMINATION OF RECEIPTS AND DELIVERIES (Continued)

(d) Shipper hereby agrees that Transporter shall have the right to rely conclusively on the foregoing predetermined allocation for the purpose of determining the daily quantities of Natural Gas received by Transporter for the account of Shipper at each Point of Receipt.

(e) When the allocation method incorporated is pursuant to Subsection 13.1(a)(1) (3), or (4), a change in a nomination could require a change in the detail of the then existing allocation.

13.2 Allocation of Actual Quantities at Points of Delivery

(a) The downstream party providing the point confirmation should submit the pre-determined allocation to the allocating party after or during confirmation and before the start of the gas Day. The allocation statement shall allocate the actual quantities of gas in Dth delivered each Day for the account of its Shippers at all of its various Points of Delivery. The allocation methodology types agreed upon are as follows (ranked, pro rata, percentage, swing and operator provided value):

(1) ranked by the order in which the Transportation Service Agreements are to be allocated to the extent Natural Gas is available;

(2) pro rata based on confirmed nominations;

(3) percentage of the gas available for delivery at the Point of Delivery;

(4) designation of a "swing" contract for receipt volume imbalances; or

(5) operator provided value.

GENERAL TERMS AND CONDITIONS
(Continued)

13. DETERMINATION OF RECEIPTS AND DELIVERIES (Continued)

(b) If no predetermined allocation is received at a point, Transporter shall allocate quantities of Gas pro rata based on scheduled quantities.

(c) Each predetermined allocation statement and revision thereto must be received by Transporter, by facsimile or through Transporter's Website prior to the time Transporter completes the confirmation of that Day's nominations. If there are no additions in nominations by a Shipper at a Point of Delivery or other changes, the current predetermined allocation statement will stay in effect as submitted until it is changed pursuant to the foregoing procedures.

(d) Shipper hereby agrees that Transporter shall have the right to rely conclusively on the foregoing predetermined allocation for the purpose of determining the daily quantities of Natural Gas received by Transporter for the account of Shipper at each Point of Delivery.

(e) When the allocation method incorporated is pursuant to Subsection 13.2(a)(1), (3) or (4), a change in a nomination could require a change in the detail of the then existing allocation.

13.3 Prior Period Adjustments

Any allocation data or corrections received by Transporter after it has closed the previous month of flow shall be handled as a prior period adjustment. Transporter shall process late allocation data or corrections of allocation errors as soon as practicable but no later than the time limitation for disputes of allocations. The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall

GENERAL TERMS AND CONDITIONS
(Continued)

13. DETERMINATION OF RECEIPTS AND DELIVERIES (Continued)

not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. The correction shall be made to the month of flow with a restated line item and a new total quantity of gas for the specific day(s) and the respective month.

GENERAL TERMS AND CONDITIONS
(Continued)

14. SCHEDULING CHARGES AND PENALTIES

14.1 If during any Day of the Month the actual daily quantity received by Shipper, in aggregate, at Point(s) of Receipt or the actual daily quantity delivered by Transporter to Shipper, in aggregate, at Point(s) of Delivery vary (an "imbalance") by more than five percent (5%) from scheduled quantities at Point(s) of Receipt or Point(s) of Delivery, in aggregate, whichever is applicable, a scheduling charge shall be assessed on volumes in excess of 5%; provided, however,

(a) where Shipper operates a Point of Delivery and Shippers other than the operator of the Point of Delivery are allocated their scheduled quantities pursuant to Section 13.2, a scheduling charge shall only be assessed on the operator of the Point of Delivery on the quantity in excess of five percent (5%) of the total quantities scheduled at the Point of Delivery; and

(b) such daily delivery point scheduling charge or penalty, as applicable, shall be calculated for Rate Schedule LBS Shippers as follows:

(i) On any Day, Shipper will be permitted to aggregate daily delivery point imbalances associated with Rate Schedule FT-1 Service Agreements into a single pool ("FT-1 Pool") and then net such imbalances within the pool, and separately, shipper will be permitted to aggregate daily delivery point imbalances associated with Rate Schedule FT-2 Service Agreements into a single pool ("FT-2 Pool") and then net such imbalances within the pool; provided, however, that Shipper will also be permitted to net imbalances between the FT-1 Pool and the FT-2 Pool, but that all netting of imbalances within a pool or between pools is strictly for the purpose of mitigating imbalance charges and penalties set forth in Section 14 herein, and does not relieve Shipper from any transportation charges applicable to quantities of Natural Gas whether delivered to Shipper by Transporter or netted within or between pools pursuant to the applicable Rate Schedule.

GENERAL TERMS AND CONDITIONS
(Continued)

14. SCHEDULING CHARGES AND PENALTIES

(ii) For each Day for the purpose of calculating daily imbalance charges and penalties, the imbalance, if any remaining after netting, for each pool will be separately calculated as:

(aa) the variance between (1) the scheduled daily quantity delivered by Transporter to the Rate Schedule LBS Shipper, in aggregate, at Point(s) of Delivery under the Rate Schedule LBS Shipper's FT-1 or FT-2 Service Agreement; as applicable, and (2) the actual daily quantity delivered by Transporter to the Rate Schedule LBS Shipper, in aggregate, at Point(s) of Delivery under the Rate Schedule LBS Shipper's FT-1 or FT-2 Service Agreement, as applicable; less

(bb) the product of the scheduled daily quantity delivered by Transporter to the Rate Schedule LBS Shipper, in aggregate, at Point(s) of Delivery under the Rate Schedule LBS Shipper's FT-1 or FT-2 Service Agreement, as applicable; and 5%; less either

(cc) the Rate Schedule LBS Shipper's total LBS Overtake Quantity for that Day, as determined by the ordering of such quantity as elected by Shipper pursuant to Section 3.12 of Rate Schedule LBS of Transporter's Tariff, net of applicable Third-Party Transportation Use Gas and Transporter's Use Gas (when the actual daily quantity delivered by Transporter to the Rate Schedule LBS Shipper exceeds the daily quantity scheduled to be delivered by Transporter to the Rate Schedule LBS Shipper); or

GENERAL TERMS AND CONDITIONS
(Continued)

14. SCHEDULING CHARGES AND PENALTIES

(dd) the Rate Schedule LBS Shipper's LBS Undertake Quantity for that Day, as determined by the ordering of such quantity as elected by Shipper pursuant to Section 3.12 of Rate Schedule LBS of Transporter's Tariff, net of applicable Third-Party Transportation Use Gas and Third-Party Injection Use Gas (when the daily quantity scheduled to be delivered by Transporter to the Rate Schedule LBS Shipper exceeds the actual daily quantity delivered by Transporter to the Rate Schedule LBS Shipper);

(iii) On any Day, any imbalance remaining in Shipper's FT-1 Pool after netting and the application by Transporter of Shipper's LBS Undertake Quantity rights and LBS Overtake Quantity rights, will be subject to the applicable daily and/or hourly scheduling charges and penalties as set forth in Transporter's Tariff;

provided further, the scheduling charge shall not be assessed if the variance occurs solely because of Transporter's inability to accept or deliver Natural Gas, whichever is applicable. The scheduling charge shall be an additional charge equal to the maximum rate in effect under Rate Schedule IT-2 multiplied by the quantities in excess of the allowed variance at Point(s) of Receipt and Point(s) of Delivery as applicable, provided that such charges shall not be applicable (i) to the extent Shipper is subject to unauthorized overrun charges pursuant to Rate Schedule(s) FT-1 or FT-2, Section 7 for such quantities or (ii) to an interruptible Shipper for a Day when its scheduled quantity has been reduced as a result of an intra-day nomination by a firm Shipper.

GENERAL TERMS AND CONDITIONS
(Continued)

14. SCHEDULING CHARGES AND PENALTIES (Continued)

14.2 If Transporter is experiencing capacity constraints or operational difficulties at certain Point(s) of Receipt or Point(s) of Delivery because of the variance between Shippers' scheduled quantities (including nominations for Authorized Overrun Service) and actual receipts and/or deliveries to or for Shippers' accounts, unless otherwise required to protect the integrity of the pipeline facilities, Transporter will give Shippers twenty-four (24) hours' notice prior to the start of the Day to which the notice applies that each Shipper must reduce its variance to five percent (5%) or less and that Transporter will assess the scheduling penalty set forth in this Section 14.2. The notice shall list all Point(s) of Receipt and/or Point(s) of Delivery where the Section 14.2 scheduling penalty will be assessed and will remain in effect until Shippers are notified to the contrary. In the event that Transporter has issued a Notice pursuant to this Section 14.2, the scheduling penalty shall be 200% of the Gas Price Index for the flow date on which the gas is transported, multiplied by the quantities in excess of the allowed variance at Point(s) of Receipt and Point(s) of Delivery, as applicable.

14.3 Transporter shall provide Shipper reasonable notice and Shipper shall be permitted three (3) hours, or such lesser time as is necessary to maintain the physical and/or operational integrity of Transporter's Pipeline Facilities, to reduce its variance in compliance with the notice. If Shipper does not reduce its deliveries to Transporter within such notice period, then Transporter shall further have the right to seize and retain Natural Gas delivered to Transporter's Pipeline Facilities in violation of a notice provided pursuant to Section 14.2 or Section 18.2 if such action is necessary to maintain the physical and/or operational integrity of Transporter's Pipeline Facilities.

GENERAL TERMS AND CONDITIONS
(Continued)

15. RATES OF FLOW

Except as set forth in this Section 15, Transporter shall not be obligated to accept or deliver Natural Gas under any Rate Schedule in excess of uniform hourly rates.

15.1 All Natural Gas shall be delivered by Shipper or for the account of Shipper into Transporter's Pipeline Facilities at rates as constant as operationally feasible throughout the Day, provided that Rate Schedule FT-1 Shippers shall have the right to take up to 110% of the hourly scheduled quantity for up to five hours of each Day, provided further that Shipper is not entitled to take in excess of its scheduled quantity in any Day.

15.2 All Natural Gas delivered by Transporter to a Rate Schedule LBS Shipper shall in any Day be considered by Transporter to be delivered pursuant to the hourly rates of flow applicable to Shipper's firm transportation Service Agreement utilized to deliver such LBS Overtake Quantities by Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

15. RATES OF FLOW (Continued)

15.3 Rate Schedule(s) FT-2 and IT-2 Shippers shall have the right to take up to the following hourly scheduled quantity on a daily basis. Such hourly scheduled quantity may not coincide with a "Day" but rather shall commence upon a Shipper's scheduled quantity pursuant to Section 12 of the General Terms and Conditions of Transporter's FERC Gas Tariff:

Hour	Hourly Flow Profile (% of MDQ)	Cumulative Hourly Flow Profile (% of MDQ)
1	5.00	5.00 (a)
2	5.00	10.00 (b)
3	5.00	15.00 (c)
4	5.00	20.00 (d)
5	5.00	25.00 (e)
6	5.00	30.00 (f)
7	5.00	35.00 (g)
8	4.77	39.77 (h)
9	4.64	44.41 (i)
10	4.51	48.92 (j)
11	4.64	53.56 (k)
12	5.00	58.56 (l)
13	5.00	63.56 (m)
14	4.51	68.07 (n)
15	4.26	72.33 (o)
16	3.88	76.21 (p)
17	3.75	79.96 (q)
18	3.50	83.46 (r)
19	3.37	86.83 (s)
20	3.24	90.07 (t)
21	2.99	93.06 (u)
22	2.67	95.73 (v)
23	2.36	98.09 (w)
24	1.91	100.00 (x)
	100.00	

(a) Flows during the hour shall not exceed 5.00% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

15. RATES OF FLOW (Continued)

(b) Flows during the hour combined with flows during the immediately preceding hour shall not exceed 10.00% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(c) Flows during the hour combined with flows during the immediately preceding two-hour period shall not exceed 15.00% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(d) Flows during the hour combined with flows during the immediately preceding three-hour period shall not exceed 20.00% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(e) Flows during the hour combined with flows during the immediately preceding four-hour period shall not exceed 25.00% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(f) Flows during the hour combined with flows during the immediately preceding five-hour period shall not exceed 30.00% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(g) Flows during the hour combined with flows during the immediately preceding six-hour period shall not exceed 35.00% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(h) Flows during the hour combined with flows during the immediately preceding seven-hour period shall not exceed 39.77% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(i) Flows during the hour combined with flows during the immediately preceding eight-hour period shall not exceed 44.41% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

15. RATES OF FLOW (Continued)

(j) Flows during the hour combined with flows during the immediately preceding nine-hour period shall not exceed 48.92% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(k) Flows during the hour combined with flows during the immediately preceding ten-hour period shall not exceed 53.56% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(l) Flows during the hour combined with flows during the immediately preceding eleven-hour period shall not exceed 58.56% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(m) Flows during the hour combined with flows during the immediately preceding twelve-hour period shall not exceed 63.56% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(n) Flows during the hour combined with flows during the immediately preceding thirteen-hour period shall not exceed 68.07% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(o) Flows during the hour combined with flows during the immediately preceding fourteen-hour period shall not exceed 72.33% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(p) Flows during the hour combined with flows during the immediately preceding fifteen-hour period shall not exceed 76.21% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

15. RATES OF FLOW (Continued)

(q) Flows during the hour combined with flows during the immediately preceding sixteen-hour period shall not exceed 79.96% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(r) Flows during the hour combined with flows during the immediately preceding seventeen-hour period shall not exceed 83.46% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(s) Flows during the hour combined with flows during the immediately preceding eighteen-hour period shall not exceed 86.83% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(t) Flows during the hour combined with flows during the immediately preceding nineteen-hour period shall not exceed 90.07% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(u) Flows during the hour combined with flows during the immediately preceding twenty-hour period shall not exceed 93.06% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(v) Flows during the hour combined with flows during the immediately preceding twenty-one-hour period shall not exceed 95.73% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(w) Flows during the hour combined with flows during the immediately preceding twenty-two-hour period shall not exceed 98.09% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

(x) Flows during the hour combined with flows during the immediately preceding twenty-three-hour period shall not exceed 100.00% of the MDQ contained in its applicable Rate Schedule FT-2 or IT-2 Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

16. INSTALLATION OF FLOW CONTROL EQUIPMENT

Transporter may elect to construct, install, and operate flow control equipment at any location on its Pipeline Facilities whenever it determines that such equipment will contribute to the safe, reliable, efficient, and orderly operation of its Pipeline Facilities in a manner that is consistent with its obligations to provide service under all of its Rate Schedules.

GENERAL TERMS AND CONDITIONS
(Continued)

17. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

17.1 Addition of Primary Point(s) of Receipt and Delivery

(a) Subject to the terms of Section 10 of the GT&C and with the consent of Transporter, any Shipper receiving service under Rate Schedule(s) FT-1 or FT-2 may request to add or delete Primary Point(s) of Receipt or Primary Point(s) of Delivery at any time during the term of such Shipper's Service Agreement, pursuant to the procedures in Section 17.1(b).

(b) (1) A Shipper desiring to change its Primary Point(s) of Receipt and/or Primary Point(s) of Delivery shall notify Transporter on or before 5:00 p.m. CCT two (2) days prior to the gas day on which it wants the change to be effective.

(2) Shipper's notification shall include (i) the Primary Point(s) of Receipt and/or Primary Point(s) of Delivery to which it desires to designate as its Primary Point(s), (ii) the date on which it wants the change to be effective, (iii) the portion of its MDQ to be allocated to such Primary Point(s) of Receipt and/or Primary Point(s) of Delivery. Shipper's notification shall also include the Primary Point(s) of Receipt and/or Delivery from which it desires to change and the MDRO and/or MDDO to be changed for each such point.

(3) Transporter shall advise Shipper on or before 10:30 a.m. CCT of the day following Shipper's notification whether the requested change(s) in Primary Point(s) of Receipt and Primary Point(s) of Delivery are confirmed and satisfy Section 17.3(c).

GENERAL TERMS AND CONDITIONS
(Continued)

17. POINT(S) OF RECEIPT AND POINTS(S) OF DELIVERY (Continued)

(4) Upon the receipt of Transporter's confirmation in Section 17.1(b)(3), the change(s) in Primary Point(s) of Receipt and/or Primary Point(s) of Delivery shall be effective on the date(s) requested by Shipper.

(5) Upon the effectiveness of the change(s) in Point(s) of Receipt and/or Point(s) of Delivery, any such change(s) shall not have the effect of increasing or decreasing the contractual MDQ. After such change(s), any existing nominations shall be subject to scheduling under Section 12.

(c) Additions or deletions of Primary Point(s) of Receipt or Primary Point(s) of Delivery by a Shipper pursuant to Section 17.1 shall be permitted only to the extent that sufficient capacity exists to accommodate such request without impairing Transporter's ability to meet its existing obligations and provided further that such request, if granted, shall not cause Shipper's reservation charges paid to Transporter to decrease. Construction of new or physical expansion of existing Primary Point(s) of Receipt or Primary Point(s) of Delivery to Transporter's Pipeline Facilities will only be made pursuant to the terms of Section 27 of the GT&C.

17.2 (a) A Shipper, no more often than every thirty (30) days, desiring to designate or change its Designated Limited Notice Point(s) of Receipt may notify Transporter on or before 5:00 p.m. CCT seven (7) days prior to the first of the month on which it wants the designation or change to be effective.

GENERAL TERMS AND CONDITIONS
(Continued)

17. POINT(S) OF RECEIPT AND POINTS(S) OF DELIVERY (Continued)

(b) Shipper's notification shall include (i) the Designated Limited Notice Point(s) of Receipt that it desires to designate or to change as its Designated Limited Notice Point(s) of Receipt, (ii) the date on which it wants the designation or change to be effective, (iii) the portion of its Limited Notice Quantity to be allocated to such Designated Limited Notice Point(s) of Receipt. Shipper's notification shall also include the Point(s) of Receipt from which it desires to change and the MDRO to be changed from each point(s).

(c) Transporter shall advise Shipper on or before 10:00 a.m. CCT two (2) days following Shipper's notification whether the requested change(s) in Designated Limited Notice Point(s) of Receipt is confirmed as available to conform with Section 17.3(c).

(d) Upon the receipt of Transporter's confirmation in Section 17.2(c), the change(s) in Shipper's Designated Limited Notice Point(s) of Receipt shall be effective on the date(s) requested by Shipper.

(e) Once the confirmation in Section 17.2(c) has been received, Shipper shall have the right to make Limited Notice nominations for service at Designated Limited Notice Receipt Point(s) at any time, upon one (1) hour notice, for quantities not to exceed the Limited Notice Quantity and provided further that Transporter can confirm, in accordance with Section 11.3, Shipper's Limited Notice Quantity nomination on Transporter, and such Limited Notice nomination shall be deemed to be an intra-day nomination. Such Designated Limited Notice Receipt Point nominations shall be Transporter's highest priority service in accordance with Section 12.2, and shall bump lower priority services throughout the Day.

GENERAL TERMS AND CONDITIONS
(Continued)

17. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY (Continued)

(f) Shipper is entitled to give the notice in Section 17.2(e) no more often than every four (4) hours.

17.3 Secondary Point(s) of Receipt and Secondary Point(s) of Delivery

(a) Any Shipper receiving firm transportation service under Rate Schedule(s) FT-1 or FT-2 shall be permitted to nominate service on a secondary basis at all Point(s) of Receipt and Point(s) of Delivery on Transporter's Pipeline Facilities in accordance with the GT&C. Any Shipper receiving firm service under Rate Schedule EAW shall be permitted to nominate service on a secondary basis at all physical and/or virtual Point(s) of Receipt and Point(s) of Delivery located at or upstream of Transporter's Joliet, Illinois compressor station. Nominations for the receipt or delivery of Natural Gas at Secondary Point(s) of Receipt or Secondary Point(s) of Delivery shall be permitted only to the extent that:
(1) sufficient capacity exists at such Point(s); and
(2) Transporter's Pipeline Facilities can operationally accommodate such receipt or delivery.

(b) Any transportation from a Secondary Point of Receipt and/or to a Secondary Point of Delivery shall be at applicable maximum rates, unless Transporter shall agree otherwise. Provided further, that any transportation from any Secondary Point(s) of Receipt and/or to any Secondary Point(s) of Delivery outside of the Contract Path shall be subject to incremental charges associated with Transporter's applicable Rate Schedule(s) FT-1 or FT-2 maximum 100 percent load factor rates from such Secondary Points of Receipt to such Secondary Points of Delivery unless Transporter shall agree otherwise.

GENERAL TERMS AND CONDITIONS
(Continued)

17. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY (Continued)

(c) Shippers nominating service or making changes in nominations under Section 11.2(a), at any Primary Point(s) of Receipt or Primary Point(s) of Delivery or Shippers taking quantities at Shipper's Designated Limited Notice Receipt Point(s) shall have priority over Shippers nominating service at such Point(s) of Receipt or Point(s) of Delivery on a secondary basis. Shippers nominating firm service on a primary or secondary basis at any Point(s) of Receipt or Point(s) of Delivery within the Contract Path shall have priority over Shippers nominating interruptible service at such Point of Receipt or Point of Delivery, including Shippers nominating service from a Secondary Point of Receipt or to a Secondary Point of Delivery outside of the Contract Path.

(d) For any Shipper receiving service under Rate Schedule(s) FT-1 or FT-2, the sum of the quantities of Natural Gas nominated at all Primary and Secondary Points of Receipt and at all Primary and Secondary Points of Delivery including quantities nominated by Shipper at Shipper's Designated Limited Notice Receipt Point(s) may not exceed the MDQ specified in each such Shipper's Service Agreement within the same segment of Transporter's system such that Shipper shall not transport a quantity of gas in excess of its MDQ at any Point of Delivery, Point of Receipt or within any one segment of Transporter's Pipeline Facilities.

17.4 Segmentation of Capacity

Any Shipper receiving firm transportation service may segment, to the extent operationally feasible, its Contract Path into two (2) or more discrete segments

GENERAL TERMS AND CONDITIONS
(Continued)

17. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY (Continued)

for its own use or in connection with a capacity release pursuant to Section 21 of the GT&C. If Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated at all Points of Receipt or at all Points of Delivery by the Shipper and, if applicable, the Releasing Shipper may exceed the MDQ specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the MDQ applicable to the segment. Shipper may segment its Contract Path to forwardhaul and backhaul Quantities of Gas to the same Point of Receipt or to the same Point of Delivery. In such a segmented transaction, the Shipper may exceed its MDQ at that Point of Receipt or Point of Delivery and may nominate Quantities of Gas in each segment up to Shipper's MDQ assigned to such segment; provided, however, the Quantities nominated to flow in the opposite direction of the flow of the Contract Path shall be considered to be outside the Shipper's Contract Path. If the Releasing Shipper and the Replacement Shipper nominate Quantities of Gas in segments that overlap, the Quantities shall be scheduled in accordance with Section 12.2(a) of the GT&C. If the Quantities have equal priority and the sum of the Quantities cannot be scheduled, the Quantities shall be scheduled pro rata unless the Releasing Shipper specifies otherwise in its release notice.

17.5 Point(s) of Receipt and Delivery for Interruptible Service

Any Shipper receiving interruptible transportation service under either Rate Schedule(s) IT-1 or IT-2 may nominate receipts and deliveries of Natural Gas at any Point of Receipt or Delivery on Transporter's Pipeline Facilities in accordance with the GT&C, with no impact on such Shipper's interruptible queue priority.

GENERAL TERMS AND CONDITIONS
(Continued)

18. OPERATIONAL FLOW ORDERS

18.1 General

Transporter may issue OFOs to preserve the integrity of Transporter's Pipeline Facilities, to ensure adequate operating pressures, to have adequate supplies in the Pipeline Facilities, to assure adequate Transporter's Use Gas, to maintain firm services, and to optimize the operation of the system. Transporter may also issue OFOs on a not unduly discriminatory basis to respond to other unforeseen circumstances. To the extent possible, Transporter will identify discrete Shipper(s) whose action(s) require Transporter to issue an OFO(s) and Transporter will limit the applicability of the OFO(s) to such Shipper(s). Notwithstanding the foregoing, if Transporter is unable to identify discrete Shipper(s) whose action(s) require issuance of an OFO, any OFO will be applicable to all Shippers on the affected pipeline facilities.

18.2 Circumstances Under Which an OFO May be Issued

Transporter may issue an OFO in any circumstance which would, in Transporter's reasonable judgment, impair Transporter's ability to receive or deliver Quantities of Gas in accordance with its service obligations including, but not limited to, when:

(a) operating pressures on the affected portion of the system are significantly less than or greater than normal system operating pressures despite Transporter's efforts to maintain normal pressures and a further decline or increase in operating pressures would impair Transporter's ability to receive or deliver scheduled Quantities of Gas;

(b) a Shipper fails to maintain receipts or deliveries as required in this tariff;

(c) unscheduled pipeline maintenance and repairs affect capacity;

GENERAL TERMS AND CONDITIONS
(Continued)

18. OPERATIONAL FLOW ORDERS (Continued)

(d) pipelines or other essential equipment freeze to the extent that such freezing damages or destroys or otherwise impairs Transporter's essential facilities or ability to monitor and control essential facilities or results in the loss of supplies of Natural Gas from other pipelines or producers of Gas;

(e) a loss of Gas supply from producers, storage providers or other suppliers reduces pressure or supplies available for delivery;

(f) Federal or state rules, regulations, orders, such as safety inspection orders and environmental safety orders, require Transporter to reduce operating pressures in, or remove from service, a portion of Transporter's Pipeline Facilities;

(g) a mechanical or physical failure affects Transporter's ability to deliver or receive gas, including, but not limited to, pipeline failure, compressor failure, regulator failure, or other similar mechanical or physical failure;

(h) a partial or total failure of electronic and communications systems impairs Transporter's ability to monitor or control Transporter's system;

(i) external operations, including but not limited to highway construction, require Transporter to reduce operating pressures in, or remove from service, a portion of Transporter's Pipeline Facilities; or

(j) a Shipper's failure to comply with the provisions of this Tariff that adversely affects the operations of Pipeline Facilities including, but not limited to, a Shipper's failure to adhere to the quality of Natural Gas specifications set forth in Section 3 of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

18. OPERATIONAL FLOW ORDERS (Continued)

18.3 Prior to issuing an OFO, Transporter will take all reasonable actions to minimize the issuance and adverse consequences of the OFO. These actions may include, but are not limited to, requiring firm Shippers to utilize primary Points of Receipt and Delivery and compliance with the provisions of this Tariff and the Service Agreement.

18.4 Notices

If Transporter is required to issue an OFO, Transporter will post a notice of such OFO on its Web Site, telecopy or e-mail the notice to all affected Shippers, with an explanation of the necessity of such order, the Shipper(s) to which the order is directed, and the anticipated duration of such order. To the extent discrete Shipper(s) are not identified in any notice of an OFO, such order will be applicable to all Shippers. Transporter will post any notice of an OFO as far in advance of the effective date/time of the OFO as is operationally feasible, subject to Transporter's need to protect the integrity of the Pipeline Facilities. Transporter will provide updated information concerning the need for the OFO on its Web Site and will post a notice informing Shipper(s) when any OFO in effect will be canceled. Within a reasonable time after the OFO terminates, Transporter will post on its Web Site a report detailing the conditions that required the issuance and termination of the OFO.

GENERAL TERMS AND CONDITIONS
(Continued)

18. OPERATIONAL FLOW ORDERS (Continued)

18.5 Penalties

To the extent Transporter issues an operational flow order and Shipper(s) does not comply with such order, Transporter will assess and Shipper will be obligated to pay Transporter a charge pursuant to Section 12.3(f) for failure to comply with such order. Such fee will be assessed on each Dth of Natural Gas received into or delivered out of Transporter's Pipeline Facilities when such receipts and/or deliveries are not in compliance with any operational flow order in effect. Transporter shall provide Shipper reasonable notice of the OFO and Shipper shall be permitted three (3) hours, or such lesser time as is necessary to maintain the physical and/or operational integrity of Transporter's Pipeline Facilities, to reduce its tenders in compliance with the OFO. If Shipper does not reduce its deliveries to Transporter within such notice period, then Transporter shall have the right to seize and retain Natural Gas delivered to Transporter's Pipeline Facilities in violation of an operational flow order; if such action is necessary to maintain the physical and/or operational integrity of Transporter's Pipeline Facilities.

GENERAL TERMS AND CONDITIONS
(Continued)

19. RESOLUTION OF IMBALANCES

19.1 Shipper's Duty to Control Imbalances

(a) A Shipper receiving any transportation service from Transporter will use, or will cause any party receiving or delivering Shipper's Natural Gas to use, all reasonable efforts to ensure that receipts and deliveries of Natural Gas are equal to the quantities scheduled by Transporter.

(b) For Shipper that has not executed a LBS Service Agreement, if during any Day of the Month:

(i) the actual daily quantity received by Shipper, in aggregate, at Point(s) of Receipt varies from scheduled quantities at Point(s) of Receipt, in aggregate, or

(ii) the actual daily quantity delivered by Transporter to Shipper, in aggregate, at Point(s) of Delivery varies from scheduled quantities at Point(s) of Delivery, in aggregate,

then the absolute quantity of such variances will be considered an imbalance for purposes of the monthly resolution of imbalances set forth in Section 19 herin.

(c) For Shipper that has executed a LBS Service Agreement, if during any Day of the Month:

(i) the actual daily quantity received by Shipper, in aggregate, at Point(s) of Receipt varies from scheduled quantities at Point(s) of Receipt, in aggregate, or

(ii) the actual daily quantity delivered by Transporter to Shipper, in aggregate, at Point(s) of Delivery varies from scheduled quantities at Point(s) of Delivery plus any applicable LBS Overtake Quantity or LBS Undertake Quantity, in aggregate,

GENERAL TERMS AND CONDITIONS
(Continued)

19. RESOLUTION OF IMBALANCES

then the absolute quantity of such variances will be considered an imbalance for purposes of the monthly resolution of imbalances set forth in Section 19 herein.

19.2 Imbalance Netting and Trading

All imbalances accrued by Shipper under each of its Service Agreements will be combined to derive a "Net Monthly Imbalance" (NMI) (in Dth) for purposes of the calculations in Section 19.3. Shippers will be permitted to offset imbalances across contracts and trade imbalances amongst themselves when such imbalances have similar operational impact on the Pipeline Facilities. All the Pipeline Facilities will be considered one operational impact area for purposes of this Section 19.2. If Transporter determines and can document that such trading will cause a loss of transportation revenue, Transporter will implement an appropriate charge such that it is made whole for all transportation charges. The following procedures will apply to imbalance trading amongst Shippers.

(a) Shipper may authorize contract imbalances under Shipper's Service Agreements to be posted for trading.

(b) Authorizations to post imbalances that are received by Transporter by 11:45 a.m. shall be effective by 8:00 a.m. CCT the next Business Day. Imbalances authorized for posting shall be posted on or before the ninth (9th) Business Day of the Month.

GENERAL TERMS AND CONDITIONS
(Continued)

19. RESOLUTION OF IMBALANCES (Continued)

(c) Transporter shall provide the ability to post and trade imbalances until at least the close of the seventeenth (17th) Business Day of the Month.

(d) Contract imbalances must be traded with contract imbalances in the opposite direction and such trade must move Shipper's imbalance closer to zero. When trading imbalances, a Quantity must be specified.

(e) Transporter shall enable the imbalance trading process by:

. Receiving the request for imbalance trade;

. Receiving the imbalance trade confirmation;

. Sending the imbalance trade notification; and

. Reflecting the trade prior to or on the next monthly Shipper imbalance or cashout.

(f) Imbalance trades can only be withdrawn by the initiating Shipper and only prior to the confirming Shipper's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming Shipper and effectuated by Transporter. Imbalance trades shall be deemed to be effectuated when Transporter sends the imbalance trade notification.

(g) After receipt of an imbalance trade confirmation, Transporter shall send the imbalance trade notification to the initiating Shipper and the confirming Shipper no later than noon (Central Clock Time) on the next Business Day.

GENERAL TERMS AND CONDITIONS
(Continued)

19. RESOLUTION OF IMBALANCES (Continued)

19.3 Resolution of Monthly Imbalances

(a) All imbalances accrued by Shipper under its Service Agreements, after minimization in accordance with Section 19.2 herein, shall be resolved on a monthly basis pursuant to the provisions herein. No imbalance penalty shall be imposed when a prior period adjustment applied to the current period would otherwise cause or increase a current monthly penalty. On or before the ninth (9th) Business Day after the end of the Month, Transporter will render to Shipper, for each Service Agreement, data specifying the difference (imbalance) which exists between (i) the actual monthly quantities of gas received from Shipper or for Shipper's account at the Point(s) of Receipt less Transporter's Use Percentage and (ii) the actual monthly quantities of gas delivered to Shipper or for Shipper's account at the Point(s) of Delivery.

(b) Imbalance Percentage

The Imbalance Percentage for each Shipper shall be the absolute value of the Shipper's NMI divided by the summation of the actual quantities of gas delivered to Shipper or for Shipper's account in Section 19.3(a).

(c) Imbalance Due Transporter

When Shipper's NMI is the result of Shipper's actual deliveries exceeding actual receipts, Shipper shall pay Transporter for Shipper's NMI (in Dth) an amount equal to the NMI multiplied by the highest Weekly Gas Price Index, and that product multiplied by the Factor in accordance with the following schedule:

GENERAL TERMS AND CONDITIONS
(Continued)

19. RESOLUTION OF IMBALANCES (Continued)

Imbalance Percentage	Factor
> 0%-2%	1.0
> 2%-5%	1.1
> 5%-10%	1.2
>10%-15%	1.3
>15%-20%	1.4
>20%	1.5

(d) Imbalance Due Shipper

When Shipper's NMI is the result of Shipper's actual receipts exceeding actual deliveries, Transporter shall pay Shipper for the NMI (in Dth) an amount equal to the NMI multiplied by the lowest Weekly Gas Price Index, and that product multiplied by the Factor in accordance with the following schedule:

Imbalance Percentage	Factor
> 0%-2%	1.0
> 2%-5%	0.9
> 5%-10%	0.8
>10%-15%	0.7
>15%-20%	0.6
>20%	0.5

It is agreed, however, that in the event Shipper owes Transporter any payments under Section (c) above from a previous month which are past due, Transporter shall have the right hereunder to offset payments it owes to Shipper under this Section (d) by such past due amounts.

(e) The provisions of Section 8 of the GT&C shall apply to payments due pursuant to Section 19.3(c) or (d).

GENERAL TERMS AND CONDITIONS
(Continued)

19. RESOLUTION OF IMBALANCES (Continued)

19.4 Third-Party Imbalance Management Services

Nothing in this tariff is intended to inhibit development of, or discriminate against the use of, imbalance management services provided by third parties or Transporter's Shippers. Any party interested in providing imbalance management services must coordinate with Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

20. WEB SITE

20.1 General

Transporter shall maintain a FERC-compliant interactive Web Site on its electronic communication system.

20.2 Submission of Information and Communications

Unless specifically provided otherwise in this Tariff, the generic provisions of this Tariff requiring that notices, requests, and other communications be in writing may be satisfied by Shipper through submission of such communications over Transporter's Web Site, or through electronic data interchange where applicable. Transportation Service Agreement notices requiring communications to be in writing remain unchanged unless agreed to otherwise by the parties. Submission of information and communications through Transporter's Web Site shall be legally binding on Shipper and Transporter.

20.3 Archived Information

Any party with access to the Web Site will be able to download information provided thereon. Transporter shall maintain and retain daily back-up records of the information displayed on the Web Site for a period of three (3) years for purposes of restoring such information to on-line availability if there is a computer malfunction or loss. Completed transactions and posted information will remain on the Web Site for at least thirty (30) days and then will be archived. Archived information will be available from Transporter upon fifteen (15) Days' prior written notice. Copies of archived information will be made available at a reasonable fee to recover the costs of providing such information.

GENERAL TERMS AND CONDITIONS
(Continued)

20. WEB SITE (Continued)

20.4 Access to Transporter's Web Site

Transporter shall provide access to Informational Posting and Customer Activity Web Sites via Transporter's Web Site (www.gpl.oneokpartners.com). Such person shall be responsible for providing all computer equipment necessary to use and interface with the Web Site.

For further information relative to Company's designated Internet web sites, potential users should contact:

Customer Services Department
Guardian Pipeline, L.L.C.
P.O. Box 871
Tulsa, Oklahoma 74102-0871

Phone Number:(918) 588-7745
Fax Number: (918) 732-1429

20.5 Informational Posting Web Site

The Informational Posting Web Site will be maintained to provide equal and timely access to certain information, as it pertains to Company's pipeline system including: 1) Operationally Available and Unsubscribed Capacity; 2) Affiliate Information; 3) Gas Quality Information; 4) Index of Customers; 5) Non-Discrimination Reporting Requirements under the FERC Standards of Conduct of Transmission Providers, 18 CFR Part 358; 6) Critical, Non-Critical, and Planned Service Outage Notices; 7) Organization Charts; 8) Posted Imbalances; 9) Company's FERC Gas Tariff and 10) Transactional Reporting. Other information or capabilities to comply with additional reporting requirements as dictated by the FERC also shall be included.

Information posted on Transporter's Informational Posting Web Site may be fully disseminated by its users.

Information on Transporter's Informational Posting Web Site shall be made available so as to permit users to download data to be used in their applications.

GENERAL TERMS AND CONDITIONS
(Continued)

20. WEB SITE (Continued)

20.6 Customer Activity Web Site

Transporter's proprietary business functions are accessible via its Customer Activity Web Site. [4.3.39]

(a) The Customer Activity Web Site will be maintained to provide equal and timely access to certain transportation information, as it pertains to Transporter's pipeline system and in accordance with applicable currently effective FERC's adopted NAESB WGQ standards.

(b) Any person may communicate with Transporter via the System by:
(i) acquiring compatible personal computer capability
(ii) executing the applicable access forms with Transporter; and
(iii) receiving a user identification password for accessing such site.

(c) Transporter agreements located on the Customer Activity Web Site(www.gpl.oneokpartners.com) include the: (i) Master Electronic Transaction Agreement; (ii) Electronic Communication Agreement; (iii) Electronic Data Interchange Trading Partner Agreement and (iv) Agency Authorization Agreement.

20.7 Electronic Data Interchange

A person may communicate with Transporter via Electronic Data Interchange (EDI) by executing an Electronic Data Interchange Trading Partner Agreement with Transporter. The Electronic Data Interchange Trading Partner Agreement follows the format of the NAESB form Electronic Data Interchange Trading Partner Agreement (NAESB Standard 6.3.3).

To transact business via the Customer Activity Web Site, a person must execute an Electronic Communication Agreement with Company.

GENERAL TERMS AND CONDITIONS
(Continued)

20. WEB SITE (Continued)

20.8 Service Complaints

Shippers are encouraged to resolve any disputes informally with their designated representatives. A formal complaint concerning any services offered by Transporter shall be directed, preferably in writing, to the Chief Compliance Officer (CCO), Guardian Pipeline, L.L.C., ONEOK Plaza, 100 West 5th Street, Tulsa, Oklahoma 74103. The CCO or a designee will respond initially to the complainant within 48 hours (exclusive of weekends and holidays), and in writing within 30 days.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE

21.1 Capacity Eligible for Release

(a) Shippers under Rate Schedule(s) FT-1, FT-2, or Rate Schedule EAW with a firm Service Agreement shall be permitted to release their capacity on a temporary or permanent basis, in accordance with this Section 21. Capacity which may be assigned to the Replacement Shipper hereunder shall be limited to the firm capacity reserved by the Releasing Shipper, as defined by the Primary Points of Receipt and the Primary Points of Delivery contained in the released capacity. Releases may be made on an interruptible (i.e., subject to recall) or firm basis and may be billed by Transporter based on usage.

(b) Transporter shall continue to sell its unsubscribed firm capacity by providing notice of the availability of such capacity on the Web Site or by using any other marketing services at its disposal.

21.2 Capacity Release Offer

(a) A Shipper that desires to release any or all of its firm capacity under this Section 21 must notify Transporter electronically on the Web Site of its intent to release capacity and the terms of the release (hereinafter referred to as "Offer"). An Offer shall be posted on the Web Site upon receipt by Transporter or such other time which must comply with the timeline set forth in Section 21.4(b) herein, as requested by Releasing Shipper. This Offer shall include:

(1) Releasing Shipper's contract number;

(2) The specific quantity of capacity to be released;

(3) If the request for release is on a permanent basis;

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(4) The Points of Receipt and Points of Delivery at which Releasing Shipper will release capacity and the quantity of capacity to be released at each point;

(5) The period of time or term of the release;

(6) The conditions of Releasing Shipper's right of recall as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable;

(7) Whether contingent bids will be accepted and when the contingency must be removed;

(8) The identity of a PRS, if applicable;

(9) Whether the release constitutes "a release to an asset manager" within the meaning of 18 CFR § 284.8(h)(3), and if so, the volumetric level of the asset manager's delivery or purchase obligation and the time periods during which that obligation is in effect;

(10) Whether the release constitutes "a release to a marketer participating in a state-regulated retail access program" within the meaning of 18 CFR § 284.8(h)(4);

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(11) The minimum rate, including the tariff reservation rate and all demand surcharges as a total number or as stated separately, expressed in dollars and cents or percentage of Maximum Tariff Rate, term, and quantity of capacity Releasing Shipper shall accept, if any, and whether bids using a volumetric rate for the collection of Reservation Charges will be accepted and whether Releasing Shipper requires a volumetric commitment. For releases with a term of more than one year, and for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies Transporter of the release, the maximum reservation rate that may be bid shall not exceed the Maximum Rate for the applicable service being released as set forth on the applicable currently effective tariff sheets, and the maximum volumetric rate that may be bid shall not exceed the one hundred percent (100%) load factor equivalent of the maximum rate, which Reservation rate equals the Authorized Overrun rate for the applicable service being released as set forth on the effective rate tariff sheets. Transporter shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(12) The duration of the posting which may not be less than the minimum bid period specified in Section 21.4(b) herein;

(13) The best bid criterion, the method by which volumetric or contingent bids will be evaluated, and any alternate, objective and nondiscriminatory method for breaking ties. The best bid evaluation method established by Releasing Shipper must be objectively stated, applicable to all PRS or Replacement Shippers and not unduly discriminatory and shall enable Transporter to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Offer;

(14) If the release is for a period of thirty-one (31) days or less, the Releasing Shipper may designate in the Offer the winning bid criterion to be the first acceptable bid received. Such capacity release shall not contain an evergreen provision and cannot be reassigned to the same Replacement Shipper within twenty-eight (28) Gas Days from the termination of each release, except in the event the Replacement Shipper is bidding on a second release under a different Service Agreement, or the re-release is posted for bidding or qualifies for any of the other exemptions from bidding in 18 CFR § 284.8(h)(1);

(15) Restrictions, if any, on the PRS or Replacement Shipper's ability to request changes in primary Points of Receipt or primary Points of Delivery; and

(16) Whether the Offer may be rejected in part in the event Transporter rejects such Offer pursuant to Section 21.7.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(b) Releasing Shipper shall post the Offer on the Web Site. Offers should be binding until written or electronic notice of withdrawal is received by Transporter. The releasing party has the right to withdraw its Offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.

(c) When a Releasing Shipper presents a PRS that is on the approved bidders list, such Replacement Shipper initiates confirmations of prearranged deals electronically as a prerequisite to the awarding of the Offer.

(d) The terms Releasing Shipper imposes may not conflict with any provision of the Service Agreement, Rate Schedule or General Terms and Conditions. In the event of such conflict, Transporter shall notify a Releasing Shipper to withdraw the Offer from posting.

21.3 Exceptions to Bidding

(a) At Shipper's option, an Offer for a release of thirty-one (31) days or less with a designated PRS shall not be subject to the bidding process in accordance with Section 21.4 herein (exempt short-term capacity release). An exempt short-term capacity release shall not contain an evergreen provision and cannot be reassigned to the same PRS within twenty-eight (28) Gas Days from the termination of each release, except in the event the PRS is bidding on a second release under a different Service Agreement, or the re-release is posted for bidding or qualifies for any of the other exemptions from bidding in 18 CFR § 284.8(h)(1).

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(b) At Shipper's option, an Offer for a release to either (i) a designated PRS that is an asset manager, where such release is exempt from the bidding process pursuant to 18 CFR § 284.8(h)(3)), or (ii) a marketer participating in a state-regulated retail access program in accordance with 18 CFR § 284.8(h)(4), shall not be subject to the bidding process in accordance with Section 21.4 herein.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(c) In the event Releasing Shipper presents a PRS that is on the approved bidders list; the term of the release is over one year, or, if the term of the release is one year or less and the release will take effect more than one year from the date Releasing Shipper presents such PRS to Transporter; and such PRS agrees to pay the applicable Maximum Rate and agrees to all other conditions of the release prior to the submission of the Offer to Transporter, the released capacity will be assigned to the PRS and such Offer shall be exempt from the bidding process in accordance with Section 21.4 herein. The PRS will be posted as the winning bidder in accordance with Section 21.4(i) herein.

(d) Timing of Capacity Releases Exempt from Bidding

For non-biddable releases, the posting of the Offer for prearranged deals not subject to bid are due (Central Time):

(1) Timely Cycle - by 10:30 a.m.

(2) Evening Cycle - by 5:00 p.m.

(3) Intra-day 1 Cycle - by 9:00 a.m.

(4) Intra-day 2 Cycle - by 4:00 p.m.

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

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

21.4 Bidding Process

(a) In order to submit a valid bid under this capacity release program, any party, including a PRS, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 10 herein and have executed a capacity release service agreement with Transporter in the form as set forth in this Tariff (Capacity Release Form of Service Agreement). A party shall remain on the approved bidders list until such party notifies Transporter to the contrary, no longer meets the credit qualifications in Section 10.3 herein, or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 8 herein.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(b) The capacity release timeline in CCT is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the acquiring Shipper has been determined to be creditworthy before the capacity release bid is tendered and 2) there are no special terms or conditions of the release. 5.3.1/v1.0] [5.3.2/v1.7]

For biddable releases (less than one year)

(i) Offers shall be tendered by 12:00 p.m. (CCT) on a Business Day;

(ii) Open season ends no later than 1:00 p.m. (CCT) on a Business Day (evaluation period begins at 1:00 p.m. (CCT) during which contingency is eliminated, determination of Best Bid is made, and ties are broken);

(iii) Evaluation period ends and awards posted if no match required at 2:00 p.m. (CCT);

(iv) Match or award is communicated by 2:00 p.m. (CCT);

(v) Match response by 2:30 p.m. (CCT);

(vi) Where match required, award posting by 3:00 p.m. (CCT);

(vii) 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.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

For biddable releases (one year or more)

(i) Offers shall be tendered by 12:00 p.m. (CCT) four Business Days before award;

(ii) Open season ends no later than 1:00 p.m. (CCT) on the Business Day before timely nominations are due (open season is three Business Days);

(iii) Evaluation period begins at 1:00 p.m. (CCT) during which contingency is eliminated, determination of Best Bid is made, and ties are broken;

(iv) Evaluation period ends and awards are posted if no match required at 2:00 p.m. (CCT);

(v) Match or award is communicated by 2:00 p.m. (CCT);

(vi) Match response by 2:30 p.m. (CCT);

(vii) Where match required, award posting by 3:00 p.m. (CCT);

(viii) 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.

For non-biddable releases in the Timely Cycle:

(i) Posting of prearranged deals not subject to bid are due by 10:30 a.m. (CCT);

(ii) 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.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

For non-biddable releases in the Evening Cycle:

(i) Posting of prearranged deals not subject to bid are due by 5:00 p.m. (CCT);

(ii) 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.

For non-biddable releases in the Intra-day 1 Cycle:

(i) Posting of prearranged deals not subject to bid are due by 9:00 a.m. (CCT);

(ii) 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.

For non-biddable releases in the Intra-day 2 Cycle:

(i) Posting of prearranged deals not subject to bid are due by 4:00 p.m. (CCT);

(ii) 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.

Timeline for Releases with Special Conditions

If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period shall cause Gas flow to be at least one day later than Gas could flow under the timeline set forth in Section 21.4(b)(1) or Section 21.4(b)(2).

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(c) All bids must be expressed in dollars and cents or percents of Maximum Rate, whichever is stated in the Offer, include the required bid information and must be received and posted electronically through the Web Site. Bids shall be posted on the Web Site with any contingencies identified and with the bidder's identity deleted.

(d) A bidder may submit only one bid at a time in response to an Offer. A bidder may withdraw its bid through the Web Site at any time prior to the close of the posting period specified in the Offer without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(e) Where there is a PRS and an offer which is better than the bid submitted by the PRS, Transporter will notify the PRS by 2:00 p.m. CCT on the day capacity is awarded and the PRS will have until 2:30 p.m. to match the better offer and obtain the right to the released capacity. Transporter shall issue an Addendum to the PRS unless a better bid, as defined in Section 21.2(a)(11) herein, is received within the time period specified in the posting. In the event the PRS does not match the better bid, Transporter shall issue an Addendum to the party who made the best bid.

(f) Bids shall be binding until written or electronic notice of withdrawal is received by Transporter. Bids cannot be withdrawn after the bid period ends.

(g) In the event that a winning bid has an unacceptable contingency, and Transporter is not notified through the Web Site that such contingency has been removed within the time period specified in the Offer, such contingent bid will be rejected by Transporter.

(h) The Releasing Shipper may define in the Offer the criteria for determining the best bid. If the Releasing Shipper does not specify the criteria, Transporter shall use the highest economic value as set forth in Section 10.1 herein to determine the best bid. If there are multiple bids meeting the minimum conditions, Transporter shall award the bids, best bid first, until all offered capacity is awarded. Transporter will notify, through the Web Site by 2:00 p.m. CCT following the end of the posting period, or by 3:00 p.m. CCT if a matching period is applicable, the PRS or Replacement Shipper that capacity has been awarded. Transporter shall allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations).

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(i) Transporter will post the winning bids and Replacement Shippers' identity on the Website for at least five Business Days.

21.5 Rights and Obligations of Releasing Shipper

(a) Regardless of the amount of capacity Releasing Shipper releases under this Section 21, Releasing Shipper shall remain liable for the Reservation Charges attributable to the released capacity unless otherwise agreed to in writing and in advance by Transporter. In the event of a permanent release, Transporter may, and will not unreasonably refuse to, waive liability of Releasing Shipper for the Reservation Charges.

(b) When capacity is awarded to Replacement Shipper, Releasing Shipper must adjust or reconfirm its nominations to reflect the capacity released. Transporter may automatically change Releasing Shipper's nominations to zero for the Service Agreement under which capacity was released unless such nominations are adjusted or reconfirmed by the Releasing Shipper.

(c) If Releasing Shipper releases its MDQ for a geographic portion of the capacity reserved under its Service Agreement, Releasing Shipper may use its full MDQ for its unreleased geographic portion of capacity.

(d) When Releasing Shipper partially releases its capacity under a Service Agreement by releasing capacity between specific Points of Receipt and Points of Delivery or by releasing only a portion of its MDQ, Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and Releasing Shipper may not utilize the capacity released during the term of the release.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(e) Releasing Shipper shall retain all Rights of First Refusal with respect to the released capacity, unless such release is a permanent release.

(f) In the event of termination of a Replacement Shipper's Addendum pursuant to Section 21.6(c) herein, the released capacity related to such Addendum will revert to the Releasing Shipper.

(g) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Transporter, Transporter's tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Transporter shall specify the quantity in terms of total released capacity entitlements.

21.6 Rights and Obligations of Replacement Shipper

(a) Any bid submitted will bind Replacement Shipper or PRS to the terms of the bid if Transporter selects such bid as the best bid. If all the information provided by the Releasing Shipper, the bidder/PRS is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Transporter will issue and execute the Addendum to the Capacity Release Service Agreement within one hour of awarding the winning bid.

(b) The capacity release addendum number will be issued within one hour of the award posting. Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum; however, in no event will Gas flow on Replacement Shipper's Service Agreement prior to the effective date of the release as posted in the Offer.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

(c) Replacement Shipper is responsible for payment of the applicable Reservation Charge, and any surcharges thereon, in the amount of its winning bid. Replacement Shipper is also responsible for all other billings, e.g., usage rate and applicable usage surcharges. In the event of payment default, subject to Section 8 herein, Transporter may elect to terminate that Replacement Shipper's Capacity Release Service Agreement which shall terminate all service thereunder utilized by the Replacement Shipper.

(d) Once Replacement Shipper or PRS is notified of a winning bid, such Replacement Shipper or PRS shall have all the rights and obligations specified under the Releasing Shipper's Rate Schedule, the Releasing Shipper's Service Agreement and the General Terms and Conditions of this Tariff including the right to release firm capacity pursuant to this Section unless the conditions prescribed by the Offer require otherwise. Transporter should allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations).

(e) Replacement Shipper shall have no Right of First Refusal with respect to the released capacity, unless such release is permanent.

21.7 Rights and Obligations of Transporter

(a) Transporter shall determine the best bid based upon the best bid criteria established pursuant to Section 21.2(a)(11) or Section 21.4(h) herein. Transporter shall have the right, but not the obligation, to reject, in whole or in part, the terms of any Offer or bid which is discriminatory or conflicts with any order or regulation issued by the FERC, or

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

provision of the Service Agreement, Rate Schedule or General Terms and Conditions. Such Offer shall be rejected in its entirety unless Shipper, pursuant to Section 21.2(a)(14), permits a partial rejection. Transporter shall provide notification to Shipper, through the Web Site, of the reason(s) for rejecting a release notice with the notice of rejection.

(b) Transporter shall not have any liability to any Shipper, Releasing Shipper, Replacement Shipper, bidder or any other party as a result of Transporter's performance of its obligations under its capacity release program, and such Shippers, Releasing Shippers, Replacement Shippers, and bidders shall indemnify Transporter from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of Transporter's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Transporter's gross negligence, undue discrimination or willful misconduct, provided that Transporter shall be responsible for direct damages, if any, resulting from Transporter's own negligence.

(c) Transporter shall not award capacity release offers to Replacement Shipper until and unless Replacement Shipper meets Transporter's creditworthiness requirements applicable to all services that it receives from Transporter, including the service represented by the capacity release. [5.3.59/v1.7]

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

21.8 Term

(a) Any release under this Section 21 shall be for a minimum term of at least one Gas Day.

(b) Any release under this Section 21 shall be for a maximum term expiring on the earlier of:

(1) The last date this Tariff provision shall be effective;

(2) The expiration date of Releasing Shipper's Service Agreement when the release is for the full term of such agreement; or

(3) The expiration date specified by the Releasing Shipper in the Offer.

GENERAL TERMS AND CONDITIONS
(Continued)

21. CAPACITY RELEASE (Continued)

21.9 Billing Adjustments to Releasing Shipper

(a) Transporter shall credit Releasing Shipper's monthly bill to reflect the Reservation Charge (including surcharges, if any) invoiced to Replacement Shipper, provided however, that Transporter and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 21.9 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a volumetric rate, for releases with a term of more than one year, or for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies Transporter of the release, the volumetric rate shall be no greater than the 100% load factor equivalent of the Maximum Rate currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill. Replacement Shipper's payment of the Usage Charge and applicable usage surcharges, if any, will be retained by Transporter.

(b) If Replacement Shipper fails to pay all or any part of the Reservation Charge so credited within thirty (30) days of its due date, then such unpaid amount plus interest will be charged to Releasing Shipper's next monthly bill and will be due and payable by Releasing Shipper in accordance with Section 8 herein.

21.10 Offers to Purchase Firm Capacity

Transporter agrees to post on its Web Site, at a party's request, offers to purchase firm capacity on a permanent or temporary basis. Each offer will remain on the Web Site for five (5) Business Days before it is removed, unless the requesting party notifies Transporter prior to the expiration of any five (5) Day period that it wishes to extend the posting for an additional five (5) Business Days.

GENERAL TERMS AND CONDITIONS
(Continued)

22. MARKETING FEES

When a Releasing Shipper requests that Transporter actively market its released firm capacity, then Transporter will be entitled to a marketing fee for successfully marketing such released firm capacity. The fee will be negotiated between Transporter and Releasing Shipper. Provided, however, if Transporter only posts the Releasing Shipper's firm capacity on its Website and does not actively market the released firm capacity, no marketing fee will be charged for the routine arrangement of transportation services.

GENERAL TERMS AND CONDITIONS
(Continued)

23. RIGHT OF FIRST REFUSAL AND PREGRANTED ABANDONMENT OF FIRM SERVICE AGREEMENTS AND RATE SCHEDULE OSS AND RATE SCHEDULE LBS SERVICE AGREEMENTS

23.1 General

Any Shipper may, at the expiration of a firm Service Agreement (i) for which Shipper is paying the maximum rate applicable for the service, and (ii) with a term of at least twelve (12) consecutive months (or, if the service is not available for twelve (12) consecutive months, the Service Agreement is for more than one year), continue service for all or a portion of the firm capacity covered by the Service Agreement, subject to the conditions of this Section 23. Subject only to Shipper's Right of First Refusal to continue service, Transporter shall have all necessary abandonment authorization under the Natural Gas Act as of such termination date and shall not be required to seek case specific authorization prior to abandoning service. For any Shipper that does not qualify for the right of first refusal under this Section 23, Transporter and any such Shipper may agree otherwise.

Shipper may exercise its right to retain a portion of its firm service entitlement, subject to the right of first refusal, however, the shipper may not exercise the right of first refusal for a geographic portion of its agreement.

The right of first refusal shall not be applicable to capacity contracted under limited-term service agreements associated with expansion/extension projects as set forth in Section 35 of the General Terms and Conditions.

23.2 Right of First Refusal

To exercise its Right of First Refusal to continue service for all or a portion of the firm capacity covered by a Service Agreement, which meets the requirements of Section 23.1, the Shipper must provide notice to Transporter pursuant to Section 23.3 that it desires to continue its Service Agreement and that it

GENERAL TERMS AND CONDITIONS
(Continued)

23. RIGHT OF FIRST REFUSAL AND PREGRANTED ABANDONMENT OF FIRM SERVICE AGREEMENTS (Continued)

may match (a) the longest term, and (b) the highest rate offered for such service, up to the applicable maximum rate, that is offered by another person desiring such capacity as set forth in Section 23.5, provided that Transporter shall not be obligated to provide service at less than the applicable maximum rate.

23.3 Notice to Transporter

Shipper shall notify Transporter in writing of its intention to exercise a right of first refusal for all or a portion of the MDQ stated in its Service Agreement by certified mail at least six (6) months prior to the end of the primary term of the Service Agreement.

23.4 Posting Periods

Upon receipt of the notice required in Section 23.3, Transporter shall post on its Web Site that capacity will be available upon the termination of Shipper's firm transportation Service Agreement for the following minimum periods of time:

(a) Service Agreements with terms of five (5) years or longer: Fourteen (14) Days.

(b) Service Agreements with terms of not less than thirty (30) Months but less than five (5) years: Ten (10) Days.

(c) Service Agreements with terms of not less than one (1) year but less than thirty (30) Months: Seven (7) Days.

(d) Service Agreements with terms of less than one (1) year: Five (5) Days.

GENERAL TERMS AND CONDITIONS
(Continued)

23. RIGHT OF FIRST REFUSAL AND PREGRANTED ABANDONMENT OF FIRM SERVICE AGREEMENTS (Continued)

23.5 Bidding Procedures

Each bidder for Shipper's firm capacity, or any part thereof, must submit its bid to Transporter through Transporter's Web Site within the time specified by Transporter. Each bid shall contain the term for which the capacity is sought and the percentage of the maximum rate or the negotiated rate in effect during said term which the bidder is willing to pay for the capacity. If Transporter receives more than one bid for Shipper's capacity, and it does not reject all bids as provided below, it will choose the bid, or combination of bids, having the highest Net Present Value to Transporter, provided, however, that for purposes of comparing bids, negotiated rates above the maximum rate will be treated equal to the maximum rate, provided further, that Transporter reserves the right to reject any bid which is for less than one-hundred percent (100%) of the maximum rate applicable to Shipper's firm service.

23.6 Pregranted Abandonment

(a) Transporter will notify Shipper within two (2) Business Days of the best bid received in an arm's length transaction that Transporter is willing to accept, and Shipper shall have a specified time, but not less than fifteen (15) Days, within which it must match the price and contract term, not to exceed five (5) years, offered in the best bid in order to retain its firm capacity. If Shipper matches the best bid, Transporter and Shipper will enter into a new service agreement for firm service reflecting the terms of Shipper's matching bid. If Shipper fails to match the best bid within the time allowed by Transporter, Shipper's existing service agreement for firm service will be subject to pregranted abandonment upon the effective termination date of Shipper's service agreement for firm service and Transporter will enter into a new service agreement for firm service with the party or parties offering the best bid.

GENERAL TERMS AND CONDITIONS
(Continued)

23. RIGHT OF FIRST REFUSAL AND PREGRANTED ABANDONMENT OF FIRM SERVICE AGREEMENTS (Continued)

(b) In the event Transporter does not receive any bids for Shipper's capacity or any bids that are acceptable to Transporter, Shipper shall have the right to retain its firm capacity at the rate calculated under the provisions governing under the expiring Service Agreement, if such expiring Service Agreement was negotiated pursuant to Section 26.2, or if not so previously negotiated, then at the applicable maximum rate applicable thereto, or any discounted rate or negotiated rate agreed to by Transporter, for an additional term as requested by Shipper, provided that Transporter shall not be obligated to provide service at less than the applicable maximum rate. If Shipper refuses to renew its Service Agreement at the maximum rate, absent an agreement by Transporter to discount, said Service Agreement shall be subject to pregranted abandonment on the effective date of termination.

(c) If Shipper does not elect to extend its Service Agreement pursuant to the provisions contained therein and in this Section 23, said Agreement shall terminate and be subject to pregranted abandonment at the end of the Primary Term set forth in Shipper's Service Agreement.

23.7 Should either Rate Schedule OSS or Rate Schedule LBS be extended beyond March 31, 2013, Rate Schedule OSS Shippers, Rate Schedule LBS Shippers and Transporter shall have the same right of first refusal and pregranted abandonment rights, obligations and responsibilities set forth in this Section 23, as if each was deemed to be a Shipper or Transporter at the expiration of a firm Service Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

24. FORCE MAJEURE

24.1 Liability Excused

In the event either Transporter or Shipper is unable, in whole or in part, by reason of the existence of a Force Majeure event to carry out its obligations under the Service Agreement, it is agreed that, on such party giving notice and full particulars of such Force Majeure to the other party in a form consistent with Section 9 of the GT&C as soon as possible after the occurrence of the cause relied on, the obligations of both parties, so far as they are affected by such event of Force Majeure, shall be excused during the continuance of any inability so caused but for no longer period. Provided, however, the party claiming the existence of Force Majeure shall use all reasonable efforts to remedy any situation that may interfere with the performance of its obligations hereunder, and the existence of Force Majeure shall not relieve a party from its obligations to make payments as then due or becoming due under a Service Agreement, including the obligation to pay reservation or other fixed charges during the period of Force Majeure. However, given that Transporter uses the SFV rate design methodology, as a reasonable way to divide the risk of force majeure, when claimed by Transporter, Transporter shall provide to affected Shipper(s) a partial reservation charge credit equal to Transporter's return on equity and income taxes.

24.2 Force Majeure

The term "Force Majeure" shall mean an event or condition, whether affecting Transporter or Shipper, beyond the reasonable control of the party claiming Force Majeure. Such events or conditions shall include, but shall not be limited to: acts of God; strikes, lockouts, or other industrial disturbances; sabotage, acts of the public enemy, wars, blockades, insurrections, riots, or epidemics; landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts or other natural events or the threat thereof or warnings related thereto; arrests and restraints of government and people or civil

GENERAL TERMS AND CONDITIONS
(Continued)

24. FORCE MAJEURE (Continued)

disturbances; explosions, breakage, or accident to plants, platforms, equipment, machinery, or lines of pipe by whatever cause, or the threat thereof or warnings related thereto; freezing of wells or lines of pipe; any interruption of off-system firm service; acts of government or the necessity of complying with any governmental or judicial rule or order; events of Force Majeure occurring on upstream or downstream pipelines, gatherers, or processors; and any other causes, whether of the kind hereunder enumerated or otherwise, whether affecting Transporter or Shipper, or any other person including but not limited to upstream or downstream transporter(s), gatherer(s), or processor(s), not within the control of the party claiming suspension and which the exercise of due diligence by such party is unable to prevent or overcome. The term of such condition shall likewise include the inability of either party to acquire, or delays on the part of such party in acquiring, at reasonable costs and by the exercise of reasonable diligence, servitudes, rights-of-way grants, permits, permissions, certificates, authorizations, licenses, materials, or supplies which are required to enable such party to fulfill its obligations hereunder. The settlement of strikes and lockouts shall be entirely within the discretion of the person affected, and the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

24.3 Liabilities Not Relieved

Any causes or contingencies affecting performance by a party shall not relieve it of liability that might otherwise exist in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable

GENERAL TERMS AND CONDITIONS
(Continued)

24. FORCE MAJEURE (Continued)

dispatch, although this provision shall not be construed to impose liability beyond that to which a party may otherwise be subject and this provision is subject to other sections of these GT&C with respect to limitations on liability; provided further, such causes or contingencies affecting performance shall not relieve a party from its obligation to make payments of any and all amounts owed or coming due under Shipper's applicable Service Agreement during the period of the Force Majeure.

24.4 Compliance with Directives of Governmental Agencies

Whenever, in order to comply with orders, directives, or regulations of duly constituted state, local, or federal authorities, including but not limited to the Department of Transportation, FERC, and the Environmental Protection Agency, Transporter must curtail deliveries to or for the account of Shipper and is unable to deliver to or for the account of Shipper the quantities of Natural Gas which Shipper may then require, up to the quantities of Natural Gas Transporter is then obligated to deliver to Shipper, Transporter shall not be liable in damages or otherwise to Shipper or any other Person or entity for any such failure to deliver such quantities of Natural Gas to or for the account of Shipper, except to the extent the orders or directives were issued as a result of Transporter's gross negligence, undue discrimination or willful misconduct.

GENERAL TERMS AND CONDITIONS
(Continued)

25. SHARED OPERATING PERSONNEL AND FACILITIES AND COMPLAINT RESOLUTION

25.1 Shared Operating Personnel and Facilities

Information on facilities and operating personnel that Transporter shares with its marketing and energy affiliates, as required in Part 358 of the Commission's regulations, will be available on the Web Site.

25.2 Complaint Resolution. Transporter will attempt to resolve any complaints by Shippers or potential Shippers without the necessity of a written complaint. To this end, Shippers are encouraged to attempt to resolve disputes informally with their designated service representatives. A formal complaint concerning any services offered by Transporter should be directed, in writing or via facsimile, to:

Guardian Pipeline, L.L.C.
Operator, Attn: Chief Compliance Officer
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

Facsimile: (918) 588-7890

The complaint should state that it constitutes a complaint pursuant to these tariff provisions, and the complaint should state with specificity the nature of the complaint, the actions or procedures of Transporter that gave rise to the complaint, and the remedy sought by the Shipper. Transporter will respond initially to the complaint within two (2) Business Days and in writing within thirty (30) Days.

GENERAL TERMS AND CONDITIONS
(Continued)

26. DISCOUNTS, NEGOTIATED RATES, RATE CHANGES, AND ADJUSTMENTS

26.1 Discounting

(a) Subject to the applicable regulations and orders of the FERC, Transporter shall have the right to discount, on a not unduly discriminatory basis, as agreed to in writing between Transporter and Shipper, any of the rates or charges for service under any Service Agreement under Transporter's Rate Schedule(s) FT-1, FT-2, IT-1, IT-2, MA, PAL, EAW, OSS, and LBS. For example, Shipper and Transporter may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities above or below a specified level; (c) only during specified periods; (d) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas; (e) 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); (f) 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 Transporter's maximum rates and/or minimum rates, so that the rate component must be adjusted downward or upward to achieve the agreed upon overall rate; or (g) if based upon published index prices for specific receipt and/or delivery points or other agreed upon published pricing reference points for price determination provided, however, that any such discounted rate set forth above shall be between the maximum rate and minimum rate applicable to the service provided under this Agreement. Any such discount shall be effective on a prospective basis only and only as specified in the written agreement between Transporter and Shipper.

(b) To the extent that Transporter agrees to discount its rates in accordance with Section 26.1(a) above, given that Transporter's rates do not include any discountable surcharges, any such discounts shall be attributable to Transporter's base tariff reservation rates.

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

SHEET RESERVED FOR FUTURE USE

Sheet No. 202A is reserved for future use

GENERAL TERMS AND CONDITIONS
(Continued)

26. DISCOUNTS, NEGOTIATED RATES, RATE CHANGES, AND ADJUSTMENTS (Continued)

26.2 Negotiated Rates

(a) Notwithstanding anything to the contrary contained in this Tariff, Transporter and Shipper may negotiate a rate for service under any Rate Schedule contained in this Tariff. Transporter's maximum Rate Schedules FT-1, FT-2, IT-1, IT-2, MA, OSS and LBS rate(s), as shown on Transporter's Statement of Rates ("Recourse Rate"), is available for any Shipper that does not desire to negotiate a rate with Transporter.

(b) A Negotiated Rate shall mean a rate for service, which may be less than, equal to or greater than Transporter's maximum reservation charge, if applicable, or usage charge, as stated on Transporter's Statement of Rates for that service, shall not be less than the minimum rate, may be based on a rate design other than Straight Fixed Variable ("SFV")and may include a minimum quantity. With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds Transporter's maximum rate for that service, for purposes of allocation of receipts and deliveries pursuant to Section 13, Shippers who have agreed to pay said Negotiated Rate would be considered to have paid the maximum Recourse Rate. For purposes of exercising rights to continue service pursuant to Section 23, the highest rate that a Shipper must match if it desires to retain all or a portion of its capacity and continue to receive service under the same Rate Schedule beyond the expiration date of such Service Agreement is the maximum rate applicable to such service.

GENERAL TERMS AND CONDITIONS
(Continued)

26. DISCOUNTS, NEGOTIATED RATES, RATE CHANGES, AND ADJUSTMENTS (Continued)

(c) On or before the date service commences, Transporter will submit to the Commission a Statement of Negotiated Rates stating the exact legal name of the Shipper, the negotiated rate, the rate schedule, the Primary Point(s) of Receipt, Primary Point(s) of Delivery and MDQ, MSQ, MDIQ or MDWQ, as applicable. Unless Transporter executes and files a non-conforming Agreement, such tariff sheet will contain a statement that the negotiated rate Agreement does not deviate in any material aspect from the form of service agreement in the tariff for the applicable rate schedule.

Nothing in this Section 26.2 shall authorize Transporter or Shipper to negotiate terms and conditions of service.

26.3 Rate Changes and Adjustments

Subject to agreement(s) that Transporter may negotiate with Shippers, Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the Recourse Rates and charges applicable to Transporter's Rate Schedules; (b) the terms and conditions of service for Transporter's Rate Schedules; or (c) any provision of the GT&C applicable to service under Transporter's Rate Schedules. Upon placing such rates into effect, Transporter will charge and Shipper will pay Transporter's rates in effect from time to time as adjusted pursuant to the terms of this Section 26 except to the extent such rates are otherwise discounted or negotiated pursuant to the terms of Section 26.1. Provided, however, subject to agreement(s) that Transporter may negotiate with Shipper(s), Shipper may protest or contest any of the aforementioned filings.

GENERAL TERMS AND CONDITIONS
(Continued)

27. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF LATERAL, DELIVERY AND RECEIPT FACILITIES

27.1 Meters and Taps At Point(s) Of Receipt And Point(s) Of Delivery

If requested by a Shipper, Transporter agrees to own, construct and install and/or operate new meters and taps and associated facilities at Point(s) of Receipt and Point(s) of Delivery only if the cost of such meters, taps and associated facilities are paid for by Shipper and/or a third party on a payment basis mutually agreed to by such Shipper and Transporter in advance and in writing. Such request, if granted, shall not cause Shipper's reservation charges paid to Transporter to decrease.

In addition to the above requirements, Transporter will agree to construct a new interconnect or modify an existing interconnect on the following terms:

(a) The construction of the new interconnect will not create any significant operational problems for Transporter;

(b) The proposed interconnect will not adversely affect existing service or adversely alter the operation of the pipeline system;

(c) The new interconnect must be at a mutually agreeable location on Transporter's system; provided, however, that Transporter may not deny a customer's request for specific placement of the interconnect without adequate operational, environmental, or legal justification;

(d) In order to properly and prudently design and size the new interconnect, Transporter must be provided with reasonable and reliable data concerning the interconnecting facilities, including delivery pressures, and anticipated

GENERAL TERMS AND CONDITIONS
(Continued)

27. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF LATERAL, DELIVERY AND RECEIPT FACILITIES (Continued)

hourly, daily, monthly and annual volume levels of the service that supports the new interconnect and such other data as is reasonably required to construct the interconnect facility;

(e) The new interconnect must not result in any minimum pressure receipt or delivery requirement by Transporter. Transporter shall not be responsible for any downstream parties' facilities, the operation or maintenance of such facilities, or the delivery of any unauthorized volumes to the facilities;

(f) The service supporting the interconnect as well as the construction of the new facilities must conform with the provisions of Transporter's FERC Gas Tariff, Original Volume No. 1 as well as applicable regulatory requirements;

(g) The proposed interconnect must not cause Transporter to be in violation of any applicable environmental or safety laws or regulations with respect to the facilities required to establish an interconnect with Transporter's existing facilities; and

(h) The proposed interconnect must not cause Transporter to be in violation of its right-of-way agreements or any other contractual obligations with respect to the interconnect facilities.

27.2 Laterals And Other Facilities

Except as to Section 27.1, unless otherwise agreed to by the parties, Transporter shall not be required to own, construct or install and/or operate any facilities to perform any service requested by a

GENERAL TERMS AND CONDITIONS
(Continued)

27. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF LATERAL, DELIVERY AND RECEIPT FACILITIES (Continued)

Shipper under this Volume No. 1 FERC Gas Tariff. In the event Transporter agrees to own, construct or install and/or operate facilities to perform services requested including, but not limited to laterals, looping, and/or compression facilities, Transporter shall do so on a not unduly discriminatory basis, provided Shipper agrees in writing to reimburse or compensate Transporter for one hundred percent (100%) of Transporter's construction, acquisition, installation and/or operating costs (including any associated tax effects) through one or a combination of the following payment methods:

(a) Payment of an up-front contribution in aid of construction, acquisition and/or installation;

(b) Payment of a separately stated reservation charge for the new facilities under a firm transportation contract for the use of those facilities; and/or

(c) Payment of reservation charges for a new and/or incremental quantity of mainline firm transportation service.

Shippers choosing payment methods under Section 27.2(b) or Section 27.2(c)shall be required to enter into new or incremental firm transportation service agreements for sufficient entitlement and duration to produce an incremental net revenue stream providing a present value greater than or equal to Transporter's construction, acquisition, installation and/or operating costs (including any associated tax effects). Shipper shall be required to demonstrate creditworthiness as specified in Section 10 of Transporter's FERC Gas Tariff to support such firm transportation contracts.

GENERAL TERMS AND CONDITIONS
(Continued)

27. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF LATERAL, DELIVERY AND RECEIPT FACILITIES (Continued)

In addition, Transporter's construction, acquisition, installation and/or operating cost for any project or portion of a project under the payment method specified in Section 27.2(b) or Section 27.2(c) shall not exceed ten million dollars ($10,000,000.00); any Shipper requiring new facilities costing more than ten million dollars ($10,000,000.00) must elect the payment method specified in Section 27.2(a)for Transporters costs in excess of ten million dollars ($10,000,000.00). Transporter may waive this ten million dollar ($10,000,000.00) limit on a non-discriminatory basis if funds are available to Transporter to support the requested new facilities.

For purposes of this Section 27, Transporter's construction, acquisition, installation and/or operating costs shall include, but shall not be limited to: Transporters' design, equipment, labor, material, supervision, construction and construction financing costs, taxes (whether income or otherwise), filing fees and associated costs, right of way costs and permitting costs.

Nothing in this policy statement shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act. Nothing in this policy statement, further, shall prevent Transporter from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act.

GENERAL TERMS AND CONDITIONS
(Continued)

28. WAIVERS

28.1 Penalty Waivers

(a) In recognition of the fact that each penalty provision in this Tariff is intended to promote efficient operations by Transporter so that service to other Shippers is not impaired in any way, Transporter may waive any penalty charges incurred by Shipper if Transporter determines that Shipper was conducting its operations in a responsible manner at the time the penalty charges were incurred and that Shipper's conduct did not impair service to another Shipper. Transporter must grant waivers under this section on a not unduly discriminatory basis, but the waiver of any penalty charges shall not constitute a waiver of any future penalty charges.

(b) Transporter shall maintain a record of all waivers granted under this Section 28.1 and shall make such record available upon request to the Commission and to any Shipper.

28.2 Waiver Under Tariff

Transporter may also waive on a not unduly discriminatory basis any provision of the GT&C of its Tariff, the applicable Rate Schedules, or the Service Agreement; provided, however, that no waiver by Transporter of any provision, condition, or requirement therein shall be deemed to be a waiver of, or in any manner release the Shipper from performance of any other provision, condition, or requirement of the GT&C, the applicable Rate Schedules, or the Service Agreements, nor shall such waiver be deemed to be a waiver of, or in any manner release the Shipper from future performance of the same provision, condition, or requirement; nor shall any delay or omission of Transporter to exercise any right in the GT&C of its Tariff, the applicable Rate Schedules, or the Service Agreements, in any manner impair the exercise of any such right or any like right accruing to Transporter thereafter.

GENERAL TERMS AND CONDITIONS
(Continued)

29. MISCELLANEOUS

29.1 Assignment

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

29.2 Market Centers

Nothing in Transporter's Tariff shall operate to inhibit the development of market centers at the interconnections between Transporter's Pipeline Facilities and other pipelines or local distribution company systems.

29.3 Descriptive Headings

The descriptive headings of the provisions of this Tariff are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any of such provisions.

29.4 Governmental Regulations

This Tariff, including the GT&C, and the respective rights and obligations of the parties under any Service Agreement, are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment, or substitution, as provided by law.

GENERAL TERMS AND CONDITIONS
(Continued)

29. MISCELLANEOUS (Continued)

29.5 Limitation of Liability

Except as otherwise provided herein, neither Transporter nor Shipper shall be liable in damages, whether direct, indirect, consequential or otherwise, other than for acts of gross negligence, undue discrimination or willful misconduct and then only to the extent that Force Majeure does not apply.

29.6 System Inventory Management

In the event that conditions exist that affect the operational integrity of Transporter's system, Transporter shall be permitted to buy and sell gas at appropriate locations on Transporter's system.

29.7 Limitation of Service

If a Shipper fails to comply with any material terms of its Service Agreement, including the applicable Rate Schedules and these GT&C, Transporter may unilaterally and without liability, after ten (10) Days' notice to such Shipper, suspend any service provided hereunder to Shipper until such time as Shipper has cured such failure to comply.

29.8 Interpretation of Laws

Any Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Wisconsin.

29.9 No Third-Party Beneficiary

It is expressly agreed that there is no third-party beneficiary of any agreement, and that the provisions of any Service Agreement and these General Terms and Conditions do not impart enforceable rights in anyone who is not a party or successor or assignee of any party to a Service Agreement herein.

GENERAL TERMS AND CONDITIONS
(Continued)

29. MISCELLANEOUS (Continued)

29.10 Off-System Capacity

Transporter may, from time to time, enter into agreements with other interstate or intrastate pipeline companies for capacity (off-system capacity). In the event that Transporter acquires off-system capacity, Transporter will provide service to Shippers with the off-system capacity pursuant to Transporter's open access tariff and subject to Transporter's Commission-approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 29.10, the "shipper must have title" requirement is waived.

GENERAL TERMS AND CONDITIONS
(Continued)

30. AGENCY

A Shipper may delegate to any third party the responsibility for submitting nominations and receiving confirmations or performing other administrative duties under any agreement pursuant to the terms and conditions of the Agency Authorization Agreement as set forth on Transporter's Web Site (www.gpl.oneokpartners.com) under Customer Activities and the following conditions:

30.1 Any designation of a third party as agent, or any change in such designation, must be provided in writing to Transporter at least two (2) Business Days prior to the requested effective date of the designation.

30.2 The written designation must specify any limits on the authority of the Agent, including any time limit for the designation. Transporter may reject any Shipper's request to delegate responsibilities if the limitations on the designation would impose undue administrative burdens on Transporter.

30.3 Transporter will rely on communications from a Shipper's agent for all nomination purposes except to the extent the designation is expressly limited. Communications by Transporter to such Agent will be deemed notice to shipper.

30.4 Any third party may administer multiple agreements as the agent for one or more Shippers, but the agent must make nominations and otherwise administer and account separately for each agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

31. ANNUAL CHARGE ADJUSTMENT ("ACA")

31.1 Purpose

In order to recover the annual charges assessed by the Commission under Section 382.202 of the Commission's Regulations pursuant to the provisions of the Commission's Order No. 472, this Section 31 is established to be applicable to the Rate Schedule(s) FT-1, FT-2, IT-1, and IT-2 contained in Volume No. 1 of Transporter's FERC Gas Tariff. Because Transporter is electing to recover the annual charges assessed by the Commission through the operation of this Annual Charge Adjustment Clause, Transporter does not intend to recover any annual charges recorded in Account No. 928 in any Natural Gas Act Section 4 rate case.

31.2 Basis for the Annual Charge Adjustment Clause

The Rate Schedules specified in Section 31.1 shall include an Annual Charge Adjustment unit charge ("ACA unit charge") applicable to each Dth of gas transported thereunder in the amount set forth on the Statement of Rates. The ACA unit charge shall be added to the volumetric base rate of such Rate Schedules.

31.3 Filing Procedures

Changes to the ACA unit charge must be filed annually, if necessary, to reflect the annual charge unit rate authorized by the Commission each fiscal year and are subject to the notice requirements of Section 154.207 of the Commission's Regulations. Transporter shall not commence to collect the ACA unit charge until Transporter has received authorization from the Commission.

GENERAL TERMS AND CONDITIONS
(Continued)

32. TRANSPORTER'S USE GAS ADJUSTMENT

32.1 General

This section of the GT&C sets forth the procedures to reflect changes in Transporter's Use Gas Percentages.

32.2 Conditions

(a) Transporter's Use Gas Percentages may be increased to reflect a net positive change in the percentages and shall be decreased to reflect a net negative change in the percentages.

(b) Transporter shall file with the Commission to reflect net changes in Transporter's Use Gas Percentages at least 30 days prior to each November 1 which is the beginning date for the Annual Period.

32.3 Definitions

(a) Annual Period - The twelve-month period beginning each November 1.

(b) Actual Gas Required for Operations (GRO) - Actual gas used in Transporter's operations including all gas otherwise used, lost or unaccounted for.

(c) Estimated GRO - Actual GRO quantities for the latest twelve month period adjusted, where necessary, for known variations from actual experiences.

GENERAL TERMS AND CONDITIONS
(Continued)

32. TRANSPORTER'S USE GAS ADJUSTMENT (Continued)

(d) Estimated Volumes - Actual annual volume determinants attributable to services to which Transporter allocates or assigns GRO quantities for the latest twelve month period adjusted, where necessary, for known variations from actual experience.

(e) Deferral Period - The Period of 12 months ending 2 months prior to the effective date of a change in rates filed pursuant to this Section 32.

32.4 Determination of the Current Transporter's Gas Use Percentage

Transporter shall determine the Current Transporter's Gas Use Percentage for each Annual Period by the following procedures:

(a) The Estimated GRO quantities shall be summed with the balance accumulated at the end of the Deferral Period in the Deferred GRO Account as determined in accordance with Section 32.5.

(b) The quantities determined in Section 32.4(a) will be divided by the Estimated Volume determinants, as appropriate.

32.5 Deferred GRO Account

Transporter shall maintain the Deferred GRO Account for each Deferral Period in accordance with the following procedures:

(a) Transporter shall determine each month the Actual GRO quantities plus the pro rata monthly amount of the Deferred GRO Account volumes included in the then-effective Transporter's Use Gas Percentage.

GENERAL TERMS AND CONDITIONS
(Continued)

32. TRANSPORTER'S USE GAS ADJUSTMENT (Continued)

(b) Transporter shall determine each month the actual recovery of Transporter's Use Gas quantities by multiplying, as applicable, Transporter's Use Gas Percentages by the appropriate volume determinants.

(c) Each month, Transporter shall determine the difference, positive or negative, between the quantities computed in Section 32.5(a) and 32.5(b) and such difference shall be recorded each month in a subaccount of Account No. 186 of the Uniform System of Accounts which Transporter shall designate as a Deferred Use Gas Account.

(d) The Deferred Use Gas Account shall be reduced by the quantity of Gas retained pursuant to Section 2.5 of Rate Schedule PAL and Sections 12.4(e), 14.3 and 18.5 of the GT&C.

GENERAL TERMS AND CONDTIONS
(Continued)

32A. THIRD PARTY USE GAS ADJUSTMENT

32A.1 General

Transporter shall separately track Third-Party Transportation Use Gas and Third-Party Injection Use Gas (collectively, "Third-Party Use Gas") that Transporter assesses related to the provision of Rate Schedule OSS and Rate Schedule LBS. At the end of each three-month period ending March 31, June 30, September 30 and December 31 of each year ("Tracking Period"), Transporter will compare the total quantity of Third-Party Use Gas assessed during the Tracking Period with the total quantity of Third-Party Use Gas actually invoiced to Transporter by Third-Party during the same Tracking Period. Any over collection of Third-Party Use Gas for a Tracking Period will be credited to Shipper's OSS Working Gas Account balance and/or LBS Account balance, as applicable, pursuant to the methodology set forth in Section 32A.3 herein. Likewise, any under collection of Third-Party Use Gas for a Tracking Period will be deducted from Shipper's OSS Working Gas Account balance and/or LBS Account balance, as applicable, pursuant to the methodology set forth in Section 32A.3 herein.

32A.2 Shipper Notification of Third-Party Use Gas Adjustment

(a) Within fifteen (15) business days following the date upon which Transporter receives all invoices from Third-Party for the applicable Tracking Period, Transporter will provide Shipper with a summary of:

(i) the quantity of Third-Party Use Gas assessed in total by Transporter for the provision of Rate Schedule OSS and Rate Schedule LBS during the Tracking Period;

(ii) the quantity of Third-Party Use Gas invoiced to Transporter by Third-Party; and

(iii) the calculation of Shipper's Third Party Use Gas Adjustment based upon the formula set forth in Section 32A.3 herein.

(b) Specifically, for each Tracking Period, the summary described in Section 32A.2(a)(i) above shall show, for each Shipper for each Day of the applicable Tracking Period, the:

GENERAL TERMS AND CONDTIONS
(Continued)

32A. THIRD PARTY USE GAS ADJUSTMENT

(i) Storage Injection Quantity, Storage Withdrawal Quantity, LBS Undertake Quantity or LBS Overtake Quantity, as applicable;

(ii) the Use Gas Percentage for Injection Transactions or the Use Gas Percentage for Withdrawal Transactions, as applicable, for each transaction; and

(iii) the resulting quantity of Third-Party Transportation Use Gas and/or Third-Party Injection Use Gas retained by Transporter for each transaction.

(c) Transporter will calculate the total amount of any over/under collection of Third-Party Use Gas for the applicable Tracking Period by comparing the total quantity of Natural Gas retained by Transporter for Third-Party Use Gas during the applicable Tracking Period to the total quantity of Third-Party Use Gas invoiced to Transporter during the same Tracking Period.

(i) If the total quantity of Natural Gas retained by Transporter for Third-Party Use Gas during the applicable Tracking Period exceeds the total quantity of Third-Party Use Gas actually invoiced to Transporter during the same Tracking Period ("Third-Party Use Gas Over Collection"), then Transporter will credit the Third-Party Use Gas Over Collection quantity to Rate Schedule OSS and Rate Schedule LBS Shippers according to the allocation methodology set forth in Section 32A.3 of Transporter's Tariff.

(ii) If the total quantity of Natural Gas retained by Transporter for Third-Party Use Gas during the applicable Tracking Period is less than the total quantity of Third-Party Use Gas invoiced to Transporter during the same Tracking Period ("Third-Party Use Gas Under Collection"), then Transporter will deduct the Third-Party Use Gas Under Collection quantity from Rate Schedule OSS and Rate Schedule LBS Shippers according to the allocation methodology set forth in Section 32A.3 of Transporter's Tariff.

GENERAL TERMS AND CONDTIONS
(Continued)

32A.3 Third-Party Use Gas Adjustment Formula
Transporter will calculate Shipper's Third-Party Use Gas Adjustment for the applicable Tracking Period as follows:

(a) Based on the following formulas, Transporter will first calculate the percentage that Injection Transactions represented during the Tracking Period as compared to the total Injection and Withdrawal Transactions and the percentage that Withdrawal Transactions represented during the Tracking Period as compared to the total Injection and Withdrawal Transactions:

Injection Percentage =

[UGP(I)Month1+UGP(I)Month2+UGP(I)Month3] / [UGP(I)Month1+UGP(I)Month2 + UGP(I)Month3+UGP(W)Month1+UGP(W)Month2+UGP(W)Month3]

Withdrawal Percentage =

[UGP(W)Month1+UGP(W)Month2+UGP(W)Month3] / [UGP(I)Month1+UGP(I)Month2+ UGP(I)Month3+UGP(W)Month1+UGP(W)Month2+UGP(W)Month3]

Whereby:
UGP(I) = Use Gas Percentage for Injection Transactions for the applicable month of the Tracking Period

UGP(W) = Use Gas Percentage for Withdrawal Transactions for the applicable month of the Tracking Period

(b) Transporter will then calculate the portion of the total Third-Party Use Gas Over Collection or Third-Party Use Gas Under Collection, as applicable, that is allocable to Injection Transactions and Withdrawal Transactions during the Tracking Period based on the following:

(i) the portion of the total Third-Party Use Gas Over Collection or Third-Party Use Gas Under Collection allocable to Injection Transactions during the Tracking Period ("Injection Transaction Use Gas Over/Under Collection") will be calculated as the product of (1) the Third-Party Use Gas Over Collection or Third-Party Use Gas Under Collection, as applicable, during the Tracking Period; and (2) the Injection Percentage.

ENERAL TERMS AND CONDTIONS
(Continued)

32A. THIRD PARTY USE GAS ADJUSTMENT

(ii) the portion of the total Third-Party Use Gas Over Collection or Third-Party Use Gas Under Collection allocable to Withdrawal Transactions during the Tracking Period ("Withdrawal Transaction Use Gas Over/Under Collection") will be calculated as the product of (1) the Third-Party Use Gas Over Collection or Third-Party Use Gas Under Collection, as applicable, during the Tracking Period; and (2) the Withdrawal Percentage.

(c) Shipper will receive its pro rata share of the Injection Transaction Use Gas Over/Under Collection based upon the sum of:

(i) the product of the Injection Transaction Use Gas Over/Under Collection for the applicable Tracking Period and Shipper's total Storage Injection Quantity during the Tracking Period as a percentage of the total quantity of all Shippers' Injection Transactions during such Tracking Period; and

(ii) the product of the Injection Transaction Use Gas Over/Under Collection for the applicable Tracking Period and Shipper's total LBS Undertake Quantity during the Tracking Period as a percentage of the total quantity of all Shippers' Injection Transactions during such Tracking Period.

(d) Shipper will receive its pro rata share of the Withdrawal Transaction Use Gas Over/Under Collection based upon the sum of:

(i) the product of the Withdrawal Transaction Use Gas Over/Under Collection for the applicable Tracking Period and Shipper's total Storage Withdrawal Quantity during the Tracking Period as a percentage of the total quantity of all Shippers' Withdrawal Transactions during such Tracking Period; and

ENERAL TERMS AND CONDTIONS
(Continued)

32A. THIRD PARTY USE GAS ADJUSTMENT

(ii) the product of the Withdrawal Transaction Use Gas Over/Under Collection for the applicable Tracking Period and Shipper's total LBS Overtake Quantity during the Tracking Period as a percentage of the total quantity of all Shippers' Withdrawal Transactions during such Tracking Period.

(e) Shipper's total Third-Party Use Gas Adjustment for a specific Tracking Period will be calculated based upon the sum of (1) Shipper's share of the Injection Transaction Use Gas Over/Under Collection calculated in Section 32A.3(c) herein; and (2) Shipper's share of the Withdrawal Transaction Use Gas Over/Under Collection calculated in Section 32A.3(d) herein. Specifically:

(i) Shipper's OSS Working Gas Account will be credited or reduced, as applicable, based on the sum of (i) Shipper's share of the Injection Transaction Use Gas Over/Under Collection calculated in Section 32A.3(c)(i) herein; and (ii) Shipper's share of the Withdrawal Transaction Use Gas Over/Under Collection calculated in Section 32A.3(d)(i) herein.

(ii) Shipper's LBS Account will be credited or reduced, as applicable, based on the sum of (i) Shipper's share of the Injection Transaction Use Gas Over/Under Collection calculated in Section 32A.3(c)(ii) herein; and (ii) Shipper's share of the Withdrawal Transaction Use Gas Over/Under Collection calculated in Section 32A.3(d)(ii) herein.

32A.4 Prior Tracking Period Adjustments

Should Third-Party make any modification(s) to its original invoices regarding the retention of either Third-Party Transportation Use Gas or Third-Party Injection Use Gas such that the modification(s) would affect Transporter's calculation of the Third-Party Use Gas Adjustment, and Transporter has already calculated and applied Shipper's Third-Party Use Gas Adjustment for the specific Tracking Period, then Transporter will recalculate the Third-Party Use Gas Adjustment and make any necessary adjustments to Shipper's OSS Working Gas Account balance and/or LBS Account balance as soon as practical.

GENERAL TERMS AND CONDITIONS
(Continued)

32B. ELECTRIC POWER COST RECOVERY SURCHARGE

32B.1 General

This section specifies the procedure to be utilized to establish and adjust the Electric Power Cost Recovery for all firm and interruptible transportation services rendered in conjunction with Transporter's applicable Rate Schedules.

Transporter's Electric Power Cost Recovery Surcharge shall be adjusted for the variance between estimated and actual Electric Power Costs and for the variance between Estimated and Actual Volumes on Transporter's system.

32B.2 Filing Procedure

At least thirty (30) days prior to each April 1 and November 1, which are the beginning dates for each Seasonal Period, Transporter shall file with the Commission adjustments to reflect changes in the Electric Power Cost Recovery Surcharge.

32B.3 Definitions

(a) Seasonal Period - The seven-month period beginning each April 1 and ending each October 31 (summer period), or the five-month period beginning each November 1 and ending each March 31 (winter period).

(b) Actual Volumes - Volumes over which Transporter actually collected the Electric Power Cost Surcharge during the most prior Seasonal Period.

(c) Estimated Volumes - Seasonal Period estimated volume determinants used to calculate the Electric Power Cost Surcharge for a Seasonal Period.

(d) Deferred Electric Power Cost Account - The deferral account established for each Seasonal Period pursuant to Section 32B.5, below.

(e) Electric Power Cost - All third-party costs incurred in connection with the provision of electric service related to transmission compressor stations with electric motor prime movers.

GENERAL TERMS AND CONDITIONS
(Continued)

32B. ELECTRIC POWER COST RECOVERY SURCHARGE (Continued)

32B.4 Determination of the Electric Power Cost Recovery Surcharge

Transporter shall determine the current Electric Power Cost Recovery Surcharge for each Seasonal Period by the following procedure:

The estimated Electric Power Cost for each Seasonal Period shall be summed with the balance accumulated in the Deferred Electric Power Cost Account. For the Winter Period, the Electric Power Cost Recovery Surcharge will be the estimated Winter Electric Power Cost plus the balance accumulated in the Deferred Electric Power Cost Account as of the prior August 31st. For the Summer Period, the Electric Power Cost Recovery Surcharge will be the estimated Summer Electric Power Cost plus the balance accumulated in the Deferred Electric Power Cost Account as of the prior January 31st. The applicable summed amounts for each Seasonal Period shall then be divided by the Estimated Volumes for such Seasonal Period to determine the Electric Power Cost Recovery Surcharge for that Seasonal Period.

32B.5 Deferred Electric Power Cost Account

Transporter shall maintain the Deferred Electric Power Cost Account in accordance with the following procedures:

(a) Transporter shall determine each month the actual Electric Power Cost incurred, including those reflected in the then effective Electric Power Cost Recovery Surcharge.

(b) Transporter shall determine each month the actual recovery by Transporter of the Electric Power Cost by multiplying the Electric Power Cost Recovery Surcharge by the Actual Volumes.

(c) Each month, Transporter shall determine the difference, positive or negative, between the costs computed in accordance with Section 32B.5(a) and 32B.5(b) and such difference shall be recorded each month in a Subaccount of Account No. 186 of the Uniform System of Accounts which Transporter shall designate as a Deferred Electric Power Cost Account.

GENERAL TERMS AND CONDITIONS
(Continued)

32B. ELECTRIC POWER COST RECOVERY SURCHARGE (Continued)

32B.5 Deferred Electric Power Cost Account

(d) For each month, carrying charges will be calculated on any positive balance in the Deferred Electric Power Cost Account at the rate prescribed by the FERC in 18 C.F.R. Section 154.501(d) and added to such balance.

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

Transporter hereby incorporates into this FERC Gas Tariff by reference the following NAESB WGQ standards that are required by the Commission in 18 CFR Part 284.12(a). In addition, Transporter is incorporating herein the following NAESB WGQ standards, definitions, and data sets incorporating the Version 1.8 standards.

0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 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, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 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, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.42, 2.3.43, 2.3.44, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 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, 2.4.17, 2.4.18, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 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, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 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, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78,

GENERAL TERMS AND CONDITIONS
(Continued)

33. NORTH AMERICAN ENERGY STANDARDS BOARD ("NAESB") (Continued)

4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 5.2.1, 5.2.2, 5.3.3, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.12, 5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.28, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 6.3.1, 6.3.3, 6.5.4, 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, and 10.3.25.

In addition, Transporter hereby incorporates into this FERC Gas Tariff by reference the model Operational Balancing Agreement approved by NAESB as Standard 6.5.2.

NAESB Standard 6.3.2 is not applicable, since Transporter does not offer a service that requires a day trade interruptible contract.

GENERAL TERMS AND CONDITIONS
(Continued)

34. FLOW THROUGH OF CASH-OUT REVENUES AND PENALTIES IN EXCESS OF COSTS

34.1 Flow Through of Cash-Out Revenues in Excess of Costs and Recovery of Costs in Excess of Revenues

(a) This section sets forth the procedures under which Transporter will flow through to Shippers, for each Month, any excess of revenues received over costs incurred or excess of costs incurred over revenues received, as applicable, under the cash-out provisions in Sections 19.3(c) and 19.3(d).

(b) Within ten (10) days of the close of the imbalance trading and netting period for each Month in accordance with Section 19.2 of these GT&C, Guardian shall determine the amount, if any, of cash-out revenues in excess of costs or costs in excess of cash-out revenues for such Month.

(c) The net cash-out revenues in excess of costs, if any, pursuant to the provisions of Section 34.1(b) shall be credited proportionately each Month to the next monthly invoice of each Shipper that transported Natural Gas on Transporter's Pipeline Facilities during a Month in which net cash-out revenues in excess of costs were accrued by Transporter, with such credits based on each Shipper's throughput as a percentage of total throughput for such Month; provided, however, Transporter shall retain, and not credit, excess revenues up to a cumulative balance of $200,000.00. Such retained balance, if any, shall be used by Transporter to offset any excess costs not recovered pursuant to Section 34.1(d), and such balance, if any, shall accrue interest at the Commission-approved rate.

(d) The net costs, if any, pursuant to the provisions of Section 34.1(b) shall be allocated proportionately, based on amount of imbalance causing incurrence of excess costs to each Shipper whose imbalances during any Day or Days of the Month caused Transporter to incur costs in excess of cash-out revenues. Upon request, Transporter shall demonstrate to Shipper the basis for Transporter's determination that Shipper's activities caused Transporter to incur excess costs.

GENERAL TERMS AND CONDITIONS
(Continued)

34. FLOW THROUGH OF CASH-OUT REVENUES AND PENALTIES IN EXCESS OF COSTS (Continued)

34.2 Flow Through of Penalties in Excess of Costs

(a) This section of the GT&C sets forth the procedures under which Transporter will flow through to Shippers any penalty revenues in excess of costs collected pursuant to Sections 12.3(f), 14.1, 14.2 and 18.5 of the GT&C and Section 7 of Rate Schedule(s) FT-1 and FT-2. Transporter will reduce such penalty revenues flowed through to Shippers by the amount of all out-of-pocket costs incurred as a direct result of the Shipper conduct that was penalized pursuant to these Sections.

(b) The crediting period applicable to this Section 34.2 shall be monthly.

(c) Credit to Non-Offending Shippers

Transporter will net all revenues received pursuant to Sections 12.3(f), 14.1, 14.2 and 18.5 of the GT&C and Section 7 of Rate Schedule(s) FT-1 and FT-2 against the costs incurred for such revenues. Transporter will credit the net amount to those Shippers under Rate Schedule(s) FT-1, FT-2, IT-1, and IT-2 that were not billed pursuant to Sections 12.3(f), 14.1, 14.2 and 18.5 of the GT&C and Section 7 of Rate Schedule(s) FT-1 and FT-2, during the applicable month ("Non-Offending Shippers"). Each Non-Offending Shipper's credit shall be based on the ratio of the actual revenues collected for services to the Non-Offending Shipper during the month to the actual revenues collected for services to all Non-Offending Shippers. Each Non-Offending Shipper's credit shall be paid with a billing adjustment to the billing of charges for service during the following month.

GENERAL TERMS AND CONDITIONS
(Continued)

35. RESERVATION OF CAPACITY FOR EXPANSION/EXTENSION PROJECTS

Transporter may elect to reserve capacity required for a future expansion/extension project out of unsubscribed capacity or capacity under expiring Service Agreements where such Service Agreements do not have a right of first refusal or Shipper does not exercise its right of first refusal. Transporter may only reserve capacity for a future expansion/extension project for which an open season has been or will be held within one year of the date that Transporter posts such capacity as being reserved. Prior to reserving capacity for an expansion/extension project, Transporter shall first post for bid all of its available capacity on its Web Site as set forth in Section 20 of the General Terms and Conditions for a minimum of five (5) business days and award such capacity in accordance with the terms of the posting.

Capacity may be reserved for expansion/extension projects only during a 12-month period prior to Transporter filing for certificate approval for construction or acquisition of proposed expansion/extension facilities, and following the certificate filing, only until all expansion/extension facilities related to the certificate filing are placed into service.

If Transporter reserves capacity for an expansion/extension project, it will notify Shippers of its intent as part of Transporter's posting of capacity on its Web Site. Transporter's posting for reserved capacity for future expansion/extension projects shall include the following information: (a) a description of the project for which the capacity will be reserved; (b) the total quantity of capacity to be reserved; (c) the location of the proposed reserved capacity on the pipeline system; (d) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (e) the projected in-service date of new facilities; and (f) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a right of first refusal. Transporter will make reasonable efforts to update the reservation posting up to the in-service date of the project to reflect any material changes in the scope of the project.

GENERAL TERMS AND CONDITIONS
(Continued)

35. RESERVATION OF CAPACITY FOR EXPANSION/EXTENSION PROJECTS
(Continued)

In the event the expansion/extension project capacity is oversubscribed in the project's open season and if capacity, that has been posted pursuant to this Section 35 above, remains unsubscribed after the posting for bid, and if such unsubscribed capacity is insufficient to serve the expansion/extension project, the reservation posting or open season will include a non-binding solicitation for turnback capacity from Transporter's existing Shippers to serve the expansion/extension project. If required, Transporter shall post a non-binding solicitation for expansion project related turnback capacity no later than 90 days after the close of an expansion project's open season that is posted in accordance with Section 20 of the General Terms and Conditions, specifying the minimum terms for a response to the solicitation.

Any capacity reserved under this Section will be made available for transportation service pursuant to Transporter's FERC Gas Tariff on a limited-term basis up to the in-service date of the expansion/extension project. Transporter reserves the right to limit any extension rights provided in such Service Agreement(s), pursuant to Section 23 of the General Terms and Conditions commensurate with the proposed in-service date of any facilities. Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available within 30 days of the date the capacity becomes available. The previously reserved capacity will become available when the Transporter posts the capacity on its Informational Posting Web Site under Section 20 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

36. NON-CONFORMING AGREEMENTS

1. Wisconsin Electric Power Company, FT-2 Service Agreement dated February 29, 2008, effective upon the first In-Service Date of the G-II Expansion. Contract No. FT2001.

2. Wisconsin Gas LLC, FT-2 Service Agreement dated February 29, 2008, effective upon the first In-Service Date of the G-II Expansion. Contract No. FT2002.

3. Wisconsin Public Service Corporation, FT-2 Service Agreement dated February 29, 2008, effective upon the first In-Service Date of the G-II Expansion. Contract No. FT2003.

4. Wisconsin Electric Power Company, EAW Service Agreement dated February 29, 2008, effective upon the first In-Service Date of the G-II Expansion. Contract No. FW2001.

5. Wisconsin Gas LLC, EAW Service Agreement dated February 29, 2008, effective upon the first In-Service Date of the G-II Expansion. Contract No. FW2002.

6. Wisconsin Public Service Corporation, EAW Service Agreement dated February 29, 2008, effective upon the first In-Service Date of the G-II Expansion. Contract No. FW2003.

7. Wisconsin Electric Power Company, MA Service Agreement dated February 29, 2008, effective upon the first In-Service Date of the G-II Expansion. Contract No. MA0001.

8. Wisconsin Gas LLC, MA Service Agreement dated February 29, 2008, effective upon the first In-Service Date of the G-II Expansion. Contract No. MA0002.

9. Wisconsin Public Service Corporation, MA Service Agreement dated February 29, 2008, effective upon the first In-Service Date of the G-II Expansion. Contract No. MA0003.

GENERAL TERMS AND CONDITIONS
(Continued)

36. NON-CONFORMING AGREEMENTS

1. Wisconsin Gas LLC, FT-1 Service agreement, effective date December 7, 2002. Contract No. FT0001.

2. Wisconsin Gas LLC, EAW Service agreement, effective date February 1, 2003. Contract No. FW0001.

3. Wisconsin Power & Light Company, FT-1 Service agreement, effective date February 1, 2003. Contract No. FT0002.

Sheet Nos. 224 - 299 Sheet Nos. 224 - 299

SHEETS RESERVED FOR FUTURE USE

Sheet Nos. 224-299 are reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

This Service Agreement is made and entered into this ____ day of _____, ____, by and between Guardian Pipeline, L.L.C. (herein called "Transporter") and _____ (herein called "Shipper").

W I T N E S S E T H:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase firm transportation service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions, and limitations hereof, of Transporter's Rate Schedule FT-1 and of the GT&C, transportation service hereunder will be firm and Transporter agrees to receive from Shipper during the term of this Service Agreement for Shipper or Shipper's account quantities of Natural Gas and to deliver to Shipper Thermally Equivalent Quantities of Natural Gas received by Transporter from Shipper or for Shipper's account, up to the MDQ specified on Exhibit "A" hereto, which Exhibit "A" shall be deemed to be a part of this Service Agreement.

1.2 Transporter will receive from Shipper or for Shipper's account for transportation hereunder, daily quantities of Natural Gas up to Shipper's MDRO at Point(s) of Receipt specified on Exhibit "A" hereto. Transporter will transport and deliver to Shipper or for Shipper's account such daily quantities tendered up to Shipper's MDDO at Point(s) of Delivery specified on Exhibit "A" hereto.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1 (Continued)

1.3 On any Day, Transporter may receive at Point(s) of Receipt and deliver at Point(s) of Delivery quantities of Natural Gas in excess of Shipper's MDQ, MDRO and MDDO, respectively, at such Point(s) of Receipt and/or Point(s) of Delivery, provided that such quantities shall be Authorized Overrun Service subject to the terms of Transporter's Rate Schedule FT-1 and GT&C.

ARTICLE II
TERM OF AGREEMENT

2.1 This Service Agreement shall become effective on _____ and service hereunder will commence on _____; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through _____. This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C. This Service Agreement may also be terminated in accordance with Section 15 of Rate Schedule FT-1.

2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination. To the extent that Shipper desires to terminate this Service Agreement prior to its expiration date, and Transporter agrees to such termination, Transporter shall be entitled to collect as part of the exit fee that Shipper shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the Reservation Charge otherwise recoverable by Transporter from Shipper for the balance of the contractual term absent such early termination. To the extent that Transporter and Shipper have negotiated rates that are designed on a basis other than straight-fixed variable ("SFV"), for the purpose of calculating the Reservation Charge otherwise recoverable by Transporter, such rates shall be restated on an SFV basis, such that the Reservation Charge includes all the rate that would have been in effect for the remainder of the term, except that amount equal to the usage charge set forth on Sheet No. 5, assuming a 100% usage factor.

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1 (Continued)

2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates and charges provided for in Rate Schedule FT-1 and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.

3.2 All of the GT&C and Rate Schedule FT-1 shall be applicable to service hereunder and shall be made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to Transporter's Rate Schedule FT-1; (ii) the terms and conditions of service for Rate Schedule FT-1 pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule FT-1. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), or (iii) above are consistent with regulatory law and policy.

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1 (Continued)

ARTICLE IV
RESERVATIONS

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

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

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Second Revised Sheet No. 304 Second Revised Sheet No. 304 : Effective
Superseding: First Revised Sheet No. 304

SHEET RESERVED FOR FUTURE USE

Sheet No. 304 is reserved for future use

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1 (Continued)

ARTICLE VII
NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY
MEMBERS AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company; (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter, or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this provision shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
FURTHER AGREEMENT

[If none, so state] [Particulars of any agreement pursuant to Section 27 of the GT&C to be included here]

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1 (Continued)

ARTICLE X
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

ARTICLE XI

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

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

GUARDIAN PIPELINE, L.L.C.
By: ONEOK Partners GP, L.L.C., its Operator

By:_____

Printed Name: _____

Title:_____

Executed:_____,_____
(Date)

(SHIPPER)

By:_____

Printed Name: _____

Title:_____

Executed:_____,_____
(Date)

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-1
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

_____ ("SHIPPER")

DATED _____

RIGHT OF FIRST REFUSAL: YES _____ NO _____

TOTAL MDQ: _____

FIRM PRIMARY POINT(S) OF RECEIPT

POINT(S) OF RECEIPT MDRO

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ:_____

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT

POINT(S) OF RECEIPT MDRO

FIRM PRIMARY POINT(S) OF DELIVERY

POINT(S) OF DELIVERY MDDO MINIMUM PRESSURE

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: _____

The effective date of this Exhibit "A" is _____.

Supersedes Exhibit "A" Dated: _____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "B"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-1

NEGOTIATED RATE AGREEMENT

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 5.1 of Rate Schedule FT-1 and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20___ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule FT-1.

Specification of Negotiated Rate:
Transporter and Shipper agree that the Transportation Rate shall include a Monthly Reservation Rate and a Usage Rate as indicated below:

1. Monthly Reservation Rate shall be (select (i), (ii), or (iii) below and complete the blank if applicable):

(i) at a rate of $___ ___ /Dth; or
_(ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of _____ %/Dth; or
_ (iii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time; and

2. Usage Rate shall be (select (i) or (ii) below and complete the blank if applicable):

(i) at a rate of $___ ___ /Dth; or
_____(ii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

The effective date of this Exhibit "B" is _____.

Supersedes Exhibit "B" Dated: _____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-1

DISCOUNTED RATE AGREEMENT

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-1 and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule FT-1.

Specification of Discounted Rate:

Transporter and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:
Rate Type: _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Daily Usage Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Narrative Description of Discount Rate:

The effective date of this Exhibit "C" is _____.

Supersedes Exhibit "C" Dated:_____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

This Service Agreement is made and entered into this ____ day of _____, ____, by and between Guardian Pipeline, L.L.C. (herein called "Transporter") and _____ (herein called "Shipper").

W I T N E S S E T H:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase firm transportation service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions, and limitations hereof, of Transporter's Rate Schedule FT-2 and of the GT&C, transportation service hereunder will be firm and Transporter agrees to receive from Shipper during the term of this Service Agreement for Shipper or Shipper's account quantities of Natural Gas and to deliver to Shipper Thermally Equivalent Quantities of Natural Gas received by Transporter from Shipper or for Shipper's account, up to the MDQ specified on Exhibit "A" hereto, which Exhibit "A" shall be deemed to be a part of this Service Agreement.

1.2 Transporter will receive from Shipper or for Shipper's account for transportation hereunder, daily quantities of Natural Gas up to the MDRO at Point(s) of Receipt specified on Exhibit "A" hereto. Transporter will transport and deliver to Shipper or for Shipper's account such daily quantities tendered up to the MDDO at Point(s) of Delivery specified on Exhibit "A" hereto.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2 (Continued)

1.3 On any Day, Transporter may receive at Point(s) of Receipt and deliver at Point(s) of Delivery quantities of Natural Gas in excess of Shipper's MDQ, and the MDRO, MDDO and MHDO respectively, at such Point(s) of Receipt and/or Point(s) of Delivery, provided that such quantities shall be Authorized Overrun Service subject to the terms of Transporter's Rate Schedule FT-2 and GT&C.

ARTICLE II
TERM OF AGREEMENT

2.1 This Service Agreement shall become effective on _____ and service hereunder will commence on _____; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through _____. This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C.

2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination. To the extent that Shipper desires to terminate this Service Agreement prior to its expiration date, and Transporter agrees to such termination, Transporter shall be entitled to collect as part of the exit fee that Shipper shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the Reservation Charge otherwise recoverable by Transporter from Shipper for the balance of the contractual term absent such early termination. To the extent that Transporter and Shipper have negotiated rates that are designed on a basis other than straight-fixed variable ("SFV"), for the purpose of calculating the Reservation Charge otherwise recoverable by Transporter, such rates shall be restated on an SFV basis, such that the Reservation Charge includes all the rate that would have been in effect for the remainder of the term, except that amount equal to the usage charge set forth on Statement of Rates, assuming a 100% usage factor.

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2 (Continued)

2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates and charges provided for in Rate Schedule FT-2 and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.

3.2 All of the GT&C and Rate Schedule FT-2 shall be applicable to service hereunder and shall be made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to Transporter's Rate Schedule FT-2; (ii) the terms and conditions of service for Rate Schedule FT-2 pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule FT-2. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), or (iii) above are consistent with regulatory law and policy.

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2 (Continued)

ARTICLE IV
RESERVATIONS

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

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2 (Continued)

ARTICLE VII
NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY
MEMBERS AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company; (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter, or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this provision shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
FURTHER AGREEMENT

[If none, so state] [Particulars of any agreement pursuant to Section 27 of the GT&C to be included here]

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2 (Continued)

ARTICLE X
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

ARTICLE XI

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

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

GUARDIAN PIPELINE, L.L.C.
By: ONEOK Partners GP, L.L.C., its Operator

By:_____

Printed Name: _____

Title:_____

Executed:_____,_____
(Date)

(SHIPPER)

By:_____

Printed Name: _____

Title:_____

Executed:_____,_____
(Date)

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-2
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND

_____ ("SHIPPER")

DATED _____

RIGHT OF FIRST REFUSAL: YES _____ NO _____

TOTAL MDQ: _____

FIRM PRIMARY POINT(S) OF RECEIPT

POINT(S) OF RECEIPT MDRO

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: _____

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT

POINT(S) OF RECEIPT MDRO

FIRM PRIMARY POINT(S) OF DELIVERY

POINT(S) OF DELIVERY	MDDO	MINIMUM PRESSURE

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: _____

The effective date of this Exhibit "A" is _____.

Supersedes Exhibit "A" Dated: _____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "B"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-2

NEGOTIATED RATE AGREEMENT

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 5.1 of Rate Schedule FT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20___ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule FT-2.

Specification of Negotiated Rate:
Transporter and Shipper agree that the Transportation Rate shall include a Monthly Reservation Rate and a Usage Rate as indicated below:

1. Monthly Reservation Rate shall be (select (i), (ii), or (iii) below and complete the blank if applicable):

   (i) at a rate of $___ _ /Dth; or
_ (ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of _____ %/Dth; or
   (iii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time; and

2. Usage Rate shall be (select (i) or (ii) below and complete the blank if applicable):

   (i) at a rate of $___ __ /Dth; or
_ (ii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

The effective date of this Exhibit "B" is _____.

Supersedes Exhibit "B" Dated: _____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-2

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-2

DISCOUNTED RATE AGREEMENT

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule FT-2.

Specification of Discounted Rate:

Transporter and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:
Rate Type: _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Daily Usage Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Narrative Description of Discount Rate:

The effective date of this Exhibit "C" is _____.

Supersedes Exhibit "C" Dated:_____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE OSS

This Service Agreement is made and entered into this ____ day of _____, _____ by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter"), and _____ (herein called "Shipper").

W I T N E S S E T H:

WHEREAS, Shipper desires to purchase off-system storage service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule OSS, Shipper's FT-1 and/or FT-2 Service Agreement, and of the GT&C, Transporter agrees to receive and deliver for the account of Shipper, on a commercially reasonable efforts basis, quantities of Natural Gas at the specified OSS Primary Point of Receipt and OSS Primary Point of Delivery (as specified on Exhibit "A" attached hereto) up to the applicable OSS MSQ, OSS MDWQ or OSS MDIQ as specified on Exhibit "A" hereto, which Exhibit "A" shall be deemed to be a part of this Service Agreement.

1.2 At no time shall Shipper exceed the: (i) firm transportation MDQ set forth in its FT-1 or FT-2 Service Agreement; (ii) maximum hourly volume limitations set forth in Transporter's Gas Tariff and/or Shipper's FT-1 or FT-2 Service Agreement; and (iii) OSS MSQ, OSS MDWQ or OSS MDIQ set forth in Exhibit "A" to this Service Agreement.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE OSS (Continued)

ARTICLE II
TERM OF AGREEMENT

2.1 This Service Agreement shall become effective on _____ and service hereunder will commence on _____; thereafter, the term of this Service Agreement will continue in force and effect for a primary term through March 31, 2013 ("Primary Term"). This Service Agreement shall terminate at the end of the Primary Term, unless extended by mutual agreement between Transporter and Shipper.

2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination. To the extent that Shipper desires to terminate this Service Agreement prior to its expiration date, and Transporter agrees to such termination, Transporter shall be entitled to collect as part of the exit fee that Shipper shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the reservation charges otherwise recoverable by Transporter from Shipper for the balance of the contractual term absent such early termination. To the extent that Transporter and Shipper have negotiated rates that are designed on a basis other than straight-fixed variable ("SFV"), for the purposes of calculating the reservation charges otherwise recoverable by Transporter, such rates shall be restated on an SFV basis, such that the reservation charges include all the rate that would have been in effect for the remainder of the term, except that amount equal to the usage charge set forth on Transporter's Statement of Rates, assuming a 100% usage factor.

2.3 Any provisions of this Service Agreement necessary to correct or cash out any OSS account balance or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such cash out, balancing or payment has been accomplished.

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE OSS (Continued)

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

3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates and charges provided for in Rate Schedule OSS and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.

3.2 All of the GT&C and Rate Schedule OSS shall be applicable to service hereunder and shall be made a part hereof to the extent that such terms and conditions are not contradicted by a provision herein.

3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule OSS; (ii) the terms and conditions of service for Transporter's Rate Schedule OSS pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule OSS. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

ARTICLE IV
RESERVATIONS

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

ARTICLE V
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE OSS (Continued)

ARTICLE VI
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that off-system storage service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VII
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY COMPANY
MEMBERS AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this provision shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE OSS (Continued)

ARTICLE IX
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below.

ARTICLE X

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

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

GUARDIAN PIPELINE, L.L.C.
By: ONEOK Partners GP, L.L.C., its Operator

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

(SHIPPER)

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE OSS

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
RATE SCHEDULE OSS
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER") AND

_____ ("SHIPPER")

DATED _____

OSS MSQ _____

OSS MDWQ _____

OSS MDIQ _____

PRIMARY POINTS OF RECEIPT/DELIVERY

OSS PRIMARY POINTS OF RECEIPT

Vector / Transporter Interconnect (for purposes of injections)

Shipper's OSS Working Gas Account (for purposes of withdrawals)

OSS PRIMARY POINTS OF DELIVERY

Vector / Transporter Interconnect (for purposes of withdrawals)

Shipper's OSS Working Gas Account (for purposes of injections)

The effective date of this Exhibit "A" is _____.

Supersedes Exhibit "A" Dated:_____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE OSS

EXHIBIT "B"
TO OFF-SYSTEM STORAGE AGREEMENT
Rate Schedule OSS

NEGOTIATED RATE AGREEMENT

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 5.1 of Rate Schedule OSS and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20___ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule OSS.

Specification of Negotiated Rate:
Transporter and Shipper agree that the OSS Rate shall include a Monthly Reservation Rate and Injection Usage Rate as indicated below:

1. Monthly Reservation Rate shall be (select (i), (ii), or (iii) below and complete the blank if applicable):

   _(i) at a rate of $___ ___ /Dth; or
   (ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of _____ %/Dth; or
   (iii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time; and

2. Injection Usage Rate shall be (select (i) or (ii) below and complete the blank if applicable):

   _(i) at a rate of $___ _ /Dth; or
   (ii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

The effective date of this Exhibit "B" is_____.

Supersedes Exhibit "B" Dated: _____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE OSS

EXHIBIT "C"
TO OFF-SYSTEM STORAGE AGREEMENT
Rate Schedule OSS

DISCOUNTED RATE AGREEMENT

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule OSS and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule OSS.

Specification of Discounted Rate:

Transporter and Shipper agree that the OSS Rate shall be discounted as indicated below:

Discounted Rate:
Rate Type: _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Injection Usage Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Narrative Description of Discount Rate:

The effective date of this Exhibit "C" is_____.

Supersedes Exhibit "C" Dated: _____

040110

Sheet Nos. 321 - 324 Sheet Nos. 321 - 324

SHEETS RESERVED FOR FUTURE USE

Sheet Nos. 321-324 are reserved for future use

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LBS

This Service Agreement is made and entered into this ____ day of _____, _____ by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter"), and _____ (herein called "Shipper").

W I T N E S S E T H:

WHEREAS, Shipper desires to purchase load balancing service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule LBS, Shipper's FT-1 and/or FT-2 Service Agreement, and of the GT&C, Transporter agrees to receive and deliver for the account of Shipper, on a commercially reasonable efforts basis, quantities of Natural Gas at the specified LBS Primary Points of Receipt and LBS Primary Points of Delivery (as specified on Exhibit "A" attached hereto) up to the applicable LBS MSQ, LBS Overtake MDQ or LBS Undertake MDQ as specified on Exhibit "A" hereto, which Exhibit "A" shall be deemed to be a part of this Service Agreement.

1.2 At no time shall Shipper exceed the: (i) firm transportation MDQ set forth in its FT-1 or FT-2 Service Agreement; (ii) the maximum hourly volume limitations set forth in Transporter's Tariff and/or Shipper's FT-1 or FT-2 Service Agreement; and (iii) the LBS MSQ, the LBS Undertake MDQ, and the LBS Overtake MDQ set forth in Exhibit "A" to this Service Agreement.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LBS (Continued)

ARTICLE II
TERM OF AGREEMENT

2.1 This Service Agreement shall become effective on _____ and service hereunder will commence on _____; thereafter, the term of this Service Agreement will continue in force and effect for a primary term through March 31, 2013("Primary Term"). This Service Agreement shall terminate at the end of the Primary Term, unless extended by mutual agreement between Transporter and Shipper.

2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination. To the extent that Shipper desires to terminate this Service Agreement prior to its expiration date, and Transporter agrees to such termination, Transporter shall be entitled to collect as part of the exit fee that Shipper shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the reservation charges otherwise recoverable by Transporter from Shipper for the balance of the contractual term absent such early termination. To the extent that Transporter and Shipper have negotiated rates that are designed on a basis other than straight-fixed variable ("SFV"), for the purposes of calculating the reservation charges otherwise recoverable by Transporter, such rates shall be restated on an SFV basis, such that the reservation charges include all the rate that would have been in effect for the remainder of the term, except that amount equal to the usage charge set forth on Transporter's Statement of Rates, assuming a 100% usage factor.

2.3 Any provisions of this Service Agreement necessary to correct or cash out any LBS account balance or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such cash out, balancing or payment has been accomplished.

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LBS (Continued)

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

3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates and charges provided for in Rate Schedule LBS and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.

3.2 All of the GT&C and Rate Schedule LBS shall be applicable to service hereunder and shall be made a part hereof to the extent that such terms and conditions are not contradicted by a provision herein.

3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LBS; (ii) the terms and conditions of service for Transporter's Rate Schedule LBS pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule LBS. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

ARTICLE IV
RESERVATIONS

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

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LBS (Continued)

ARTICLE V
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

ARTICLE VI
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that the load balancing service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VII
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY COMPANY
MEMBERS AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this provision shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LBS (Continued)

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below.

ARTICLE X

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LBS (Continued)

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

GUARDIAN PIPELINE, L.L.C.
By: ONEOK Partners GP, L.L.C., its Operator

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

(SHIPPER)

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

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FORM FOR SERVICE AGREEMENT
FOR RATE SCHEDULE LBS

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
RATE SCHEDULE LBS
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER") AND

_____ ("SHIPPER")

DATED _____

LBS MSQ _____

LBS Overtake MDQ _____

LBS Undertake MDQ _____

PRIMARY POINT(S) OF RECEIPT/DELIVERY

LBS PRIMARY POINTS OF RECEIPT

Vector / Transporter Interconnect (for purposes of LBS Undertake Quantities)

Shipper's LBS Account (for purposes of LBS Overtake Quantities)

LBS PRIMARY POINTS OF DELIVERY

Vector / Transporter Interconnect (for purposes of LBS Overtake Quantities)

Shipper's LBS Account (for purposes of LBS Undertake Quantities)

The effective date of this Exhibit "A" is _____.

Supersedes Exhibit "A" Dated: _____

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LBS

EXHIBIT "B"
TO LOAD BALANCING SERVICE AGREEMENT
Rate Schedule LBS

NEGOTIATED RATE AGREEMENT

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 5.1 of Rate Schedule LBS and agree that Shipper will be billed and pay, the charges specified below for the period commencing _____, 20___ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule LBS.

Specification of Negotiated Rate:
Transporter and Shipper agree that the LBS Rate shall include a Monthly Reservation Rate and Injection Usage Rate as indicated below:

1. Monthly Reservation Rate shall be (select (i), (ii), or (iii) below and complete the blank if applicable):

   (i) at a rate of $___ ___ /Dth; or
   (ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of _____ %/Dth; or
   (iii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time; and

2. Injection Usage Rate shall be (select (i) or (ii) below and complete the blank if applicable):
   (i) at a rate of $___ ___ /Dth; or
   (ii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

The effective date of this Exhibit "B" is _____.

Supersedes Exhibit "B" Dated: _____

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE LBS

EXHIBIT "C"
TO LOAD BALANCING SERVICE AGREEMENT
Rate Schedule LBS

DISCOUNTED RATE AGREEMENT

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule LBS and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule LBS.

Specification of Discounted Rate:

Transporter and Shipper agree that the LBS shall be discounted as indicated below:

Discounted Rate:
Rate Type: _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Injection Usage Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Narrative Description of Discount Rate:

The effective date of this Exhibit "C" is _____.

Supersedes Exhibit "C" Dated: _____

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Sheet Nos. 334 - 339 Sheet Nos. 334 - 339

SHEETS RESERVED FOR FUTURE USE

Sheet Nos. 334-339 are reserved for future use

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1

This Service Agreement, is made and entered into this ___ day of _____, ____, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and _____ (herein called "Shipper").

W I T N E S S E T H:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase interruptible transportation service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions, and limitations hereof, and of Transporter's Rate Schedule IT-1 and of the GT&C, Transporter agrees to receive from Shipper on an interruptible basis quantities of Natural Gas and to deliver on an interruptible basis to Shipper Thermally Equivalent Quantities of Natural Gas received by Transporter from Shipper or for Shipper's account.

1.2 Service rendered hereunder shall be subject to interruption or curtailment when interruption or curtailment is necessary due to operating conditions or insufficient available capacity on Transporter's Pipeline Facilities or is otherwise necessary to protect authorized firm services.

ARTICLE II
TERM OF AGREEMENT

2.1 The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____, and month to month thereafter unless this Service Agreement is terminated

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1 (Continued)

as hereinafter provided. This Service Agreement may be terminated by Transporter, in accordance with Section 12 of Rate Schedule IT-1, or by either Transporter or Shipper upon 30 Days' prior written notice to the other specifying a termination date.

2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

3.1 For the entire period when this Service Agreement is in effect, this Service Agreement in all respects will be subject to the applicable provisions of Rate Schedule IT-1 and of the GT&C on file with the FERC, all of which are by this reference made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

3.2 Shipper agrees to and shall pay Transporter all applicable maximum rates, and charges provided for in Rate Schedule IT-1 and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1 (Continued)

3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule IT-1; (ii) the terms and conditions of service for Transporter's Rate Schedule IT-1 pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule IT-1. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

ARTICLE IV
RESERVATIONS

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

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1 (Continued)

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1 (Continued)

ARTICLE VII
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY COMPANY
MEMBERS AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1 (Continued)

from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

ARTICLE X

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1 (Continued)

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

GUARDIAN PIPELINE, L.L.C.
By: ONEOK Partners GP, L.L.C., its Operator

By:_____

Printed Name: _____

Title:_____

Executed:_____,_____
(Date)

(SHIPPER)

By:_____

Printed Name: _____

Title:_____

Executed:_____,_____
(Date)

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
RATE SCHEDULE IT-1
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")AND

_____ ("SHIPPER")

DATED _____

TOTAL MDQ: _____

The effective date of this Exhibit "A" is _____.

Supersedes Exhibit "A" Dated: _____

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1

EXHIBIT "B"
TO INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT-1

NEGOTIATED RATE AGREEMENT

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 5.1 of Rate Schedule IT-1 and agree that Shipper will be billed and pay, the charges specified below for the period commencing _____, 20___ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule IT-1.

Specification of Negotiated Rate:
Transporter and Shipper agree that the Transportation Rate shall be at a rate of $___ ___ /Dth.

Narrative Description of Negotiated Rate:

The effective date of this Exhibit "B" is _____.

Supersedes Exhibit "B" Dated: _____

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-1

EXHIBIT "C"
TO INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT-1

DISCOUNTED RATE AGREEMENT

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule IT-1 and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule IT-1.

Specification of Discounted Rate:

Transporter and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:
Rate Type: _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Daily Usage Rate per Dth _____
Point: Receipt Point _____Delivery Point
Point to Point: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Narrative Description of Discount Rate:

The effective date of this Exhibit "C" is _____.

Supersedes Exhibit "C" Dated: _____

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-2

This Service Agreement is made and entered into this ____ day of _____, ____, by and between Guardian Pipeline, L.L.C. (herein called "Transporter") and _____ (herein called "Shipper").

W I T N E S S E T H:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase interruptible transportation service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions, and limitations hereof, of Transporter's Rate Schedule IT-2 and of the GT&C, transportation service hereunder will be interruptible and Transporter agrees to receive from Shipper during the term of this Service Agreement for Shipper or Shipper's account quantities of Natural Gas and to deliver to Shipper Thermally Equivalent Quantities of Natural Gas received by Transporter from Shipper or for Shipper's account.

1.2 Service rendered hereunder shall be subject to interruption or curtailment when interruption or curtailment is necessary due to operating conditions or insufficient available capacity on Transporter's Pipeline Facilities or is otherwise necessary to protect authorized firm service.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-2 (Continued)

ARTICLE II
TERM OF AGREEMENT

2.1 This Service Agreement shall commence on _____; and shall continue in force until _____, and month to month therefter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Transporter or Shipper upon 30 Days' prior written notice to the other specifying a termination date.

2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

3.1 For the entire period when this Service Agreement is in effect, this Service Agreement in all respects will be subject to the applicable provisions of Rate Schedule IT-2 and of the GT&C on file with the FERC, all of which are by this reference made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

3.2 Shipper agrees to and shall pay Transporter all applicable maximum rates, and charges provided for in Transporter's Rate Schedule IT-2 and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section 26.1 or Section 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth in Article IX of this Service Agreement.

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-2 (Continued)

3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule IT-2; (ii) the terms and conditions of service for Transporter's Rate Schedule IT-2 pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule IT-2. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

ARTICLE IV
RESERVATIONS

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

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-2 (Continued)

ARTICLE VII
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY COMPANY
MEMBERS AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-2 (Continued)

ARTICLE IX
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

ARTICLE X

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

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

GUARDIAN PIPELINE, L.L.C.
By: ONEOK Partners GP, L.L.C., its Operator

By:_____

Printed Name: _____

Title:_____

Executed:_____,_____
(Date)

(SHIPPER)

By:_____

Printed Name: _____

Title:_____

Executed:_____,_____
(Date)

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-2

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
RATE SCHEDULE IT-2
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")AND

_____ ("SHIPPER")

DATED _____

TOTAL MDQ: _____

The effective date of this Exhibit "A" is _____.

Supersedes Exhibit "A" Dated: _____.

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT-2

EXHIBIT "B"
TO INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT-2

NEGOTIATED RATE AGREEMENT

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 5.1 of Rate Schedule IT-2 and agree that Shipper will be billed and pay, the charges specified below for the period commencing _____, 20___ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule IT-2.

Specification of Negotiated Rate:
Transporter and Shipper agree that the Transportation Rate shall be at a rate of $___ ___ /Dth.

Narrative Description of Negotiated Rate:

The effective date of this Exhibit "B" is _____.

Supersedes Exhibit "B" Dated: _____

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FORM OF SERVICE AGREMENT
FOR RATE SCHEDULE IT-2

EXHIBIT "C"
TO INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT-2

DISCOUNTED RATE AGREEMENT

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule IT-2 and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule IT-2.

Specification of Discounted Rate:

Transporter and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:
Rate Type: _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Daily Usage Rate per Dth _____
Point: Receipt Point _____ Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Narrative Description of Discount Rate:

The effective date of this Exhibit "C" is _____.

Supersedes Exhibit "C" Dated: _____

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Sheet Nos. 355 - 359 Sheet Nos. 355 - 359

SHEETS RESERVED FOR FUTURE USE

Sheet Nos. 355-359 are reserved for future use

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

This Service Agreement, is made and entered into this ___ day of _____, ____, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and _____ (herein called "Shipper").

W I T N E S S E T H:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase enhanced aggregation and wheeling service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

Transporter agrees to receive and deliver for the account of Shipper, on a firm or interruptible and capacity available basis, quantities of Natural Gas at the specified EAW Point up to the Maximum Daily Quantity as specified on Exhibit "A" hereto which Exhibit "A" shall be deemed to be a part of this Service Agreement.

This agreement shall be: Firm _____
Interruptible _____

At no time shall Shipper exceed its Maximum Daily Quantity. If Shipper elects firm service under Rate Schedule EAW, the firm primary Point(s) of Receipt with associated MDRO and the firm primary Point(s) of Delivery with associated MDDO shall be specified on Exhibit A hereto.

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW (Continued)

ARTICLE II
TERM OF AGREEMENT

2.1 If Shipper has elected interruptible service, the term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____ , and month to month thereafter. This Service Agreement may be terminated by either Transporter or Shipper upon 30 Days' prior written notice to the other specifying a termination date.

2.2 If Shipper has elected firm service, this Service Agreement shall become effective on _____ and service hereunder will commence on _____; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through _____. This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C.

2.3 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

2.4 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates, and charges provided for Rate Schedule EAW and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.

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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW (Continued)

3.2 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule EAW; (ii) the terms and conditions of service for Transporter's Rate Schedule EAW pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule EAW. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

ARTICLE IV
RESERVATIONS

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

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW (Continued)

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

040110

SHEET RESERVED FOR FUTURE USE

Sheet No. 364 is reserved for future use

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW (Continued)

ARTICLE VII
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY COMPANY
MEMBERS AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW (Continued)

ARTICLE IX
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

ARTICLE X

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

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

GUARDIAN PIPELINE, L.L.C.
By: ONEOK Partners GP, L.L.C., its Operator

By:_____

Printed Name: _____

Title:_____

Executed: _____, _____
(Date)

(SHIPPER)

By:_____

Printed Name: _____

Title:_____

Executed: _____, _____
(Date)

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER
RATE SCHEDULE EAW
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")AND

_____ ("SHIPPER")

DATED _____

TOTAL BASE MDQ: _____ TOTAL MDQ + FUEL:* _____
EAW Point: _____

FIRM PRIMARY POINT(S) OF RECEIPT

POINT(S) OF RECEIPT	BASE MDRO	MDRO + FUEL*

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: _____

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT

POINT(S) OF RECEIPT	LIMITED NOTICE QUANTITY BASE MDRO	MDRO + FUEL*

FIRM PRIMARY POINT(S) OF DELIVERY

POINT(S) OF DELIVERY	BASE MDDO	MDDO + FUEL*

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: _____

RIGHT OF FIRST REFUSAL: YES _____ NO _____
Linked to Rate Schedule _____ Service Agreement No. _
* = "+Fuel" applies only if this Agreement is linked to a Rate Schedule FT-1 or FT-2 agreement.

The effective date of this Exhibit "A" is _____.

Supersedes Exhibit "A" Dated: _____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

EXHIBIT "B"
TO ENHANCED AGGREGATION AND WHEELING AGREEMENT
Rate Schedule EAW

NEGOTIATED RATE AGREEMENT

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 4.1 of Rate Schedule EAW and agree that Shipper will be billed and pay, the charges specified below for the period commencing _____, 20___ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule EAW.

Specification of Negotiated Rate:

Transporter and Shipper agree that the EAW Rate shall include a Monthly Reservation Rate and a Usage Rate as indicated below:

1. Monthly Reservation Rate shall be (select (i), (ii), or (iii) below and complete the blank if applicable):

   (i) at a rate of $___ ___ /Dth; or
   (ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of _____ %/Dth; or
   (iii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time; and

2. Usage Rate shall be (select (i) or (ii) below and complete the blank if applicable):

   (i) at a rate of $___ ___ /Dth; or
   (ii) at the maximum applicable rate shown in Transporter's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

The effective date of this Exhibit "B" is _____.

Supersedes Exhibit "B" Dated: _____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE EAW

EXHIBIT "C"
TO ENHANCED AGGREGATION AND WHEELING AGREEMENT
Rate Schedule EAW

DISCOUNTED RATE AGREEMENT

Shipper and Transporter agree to a discounted rate in accordance with Subsection 4.1 of Rate Schedule EAW and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule EAW.

Specification of Discounted Rate:

Transporter and Shipper agree that the EAW Rate shall be discounted as indicated below:

Discounted Rate:
Rate Type: _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Daily Usage Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Narrative Description of Discount Rate:

The effective date of this Exhibit "C" is _____.

Supersedes Exhibit "C" Dated:_____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PAL

This Service Agreement, is made and entered into as of _____, ____, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and _____ (herein called "Shipper").

W I T N E S S E T H:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase interruptible parking and lending service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

Transporter agrees to receive or advance for the account of Shipper and park or loan, on an interruptible and capacity available basis, quantities of Natural Gas at the specified PAL Point up to the maximum parked quantity or maximum loaned quantity as specified on Exhibit A.

At no time shall Shipper exceed its maximum parked quantity or maximum loaned quantity.

ARTICLE II
TERM OF AGREEMENT

2.1 The term of this Service Agreement shall commence on _____ and shall continue in force and effect until _____, and month to month thereafter. This Service Agreement may be terminated by either Transporter or Shipper upon 30 Days' prior written notice to the other specifying a termination date.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PAL (Continued)

2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties under this Service Agreement shall survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates, and charges provided for in Transporter's Rate Schedule PAL and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section 26.1 or Section 26.2 of the GT&C. The rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibit A of this Service Agreement.

3.2 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule PAL; (ii) the terms and conditions of service for Transporter's Rate Schedule PAL pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule PAL. Transporter agrees that Shipper may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PAL (Continued)

ARTICLE IV
RESERVATIONS

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

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

Effective Date: 09/01/2004 Status: Effective
FERC Docket: RP04-432-000

First Revised Sheet No. 373 First Revised Sheet No. 373 : Effective
Superseding: Original Sheet No. 373

SHEET RESERVED FOR FUTURE USE

Sheet No. 373 is reserved for future use

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PAL (Continued)

ARTICLE VII
NONRECOURSE OBLIGATION OF
LIMITED LIABILITY COMPANY
MEMBERS AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW REGARDING THE CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
FURTHER AGREEMENT

[If none, so state] [Particulars of any agreement pursuant to Section 26.1 or Section 26.2 of the GT&C to be included here.]

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PAL (Continued)

ARTICLE X
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

ARTICLE XI

EXHIBIT A OF SERVICE AGREEMENT, RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

Shipper shall initiate a request for interruptible park and loan service by executing and delivering to Transporter one or more Exhibit(s) A. Upon execution by Company, Shipper's Exhibit(s) A shall be incorporated in and made a part hereof.

Transporter's Rate Schedule PAL and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit(s) A hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

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

GUARDIAN PIPELINE, L.L.C.

By:_____

Printed Name: _____

Title:_____

Executed: _____, _____
(Date)

(SHIPPER)

By:_____

Printed Name: _____

Title:_____

Executed: _____, _____
(Date)

040110

GUARDIAN PIPELINE, L.L.C.
FORM OF SERVICE AGREEMENT FOR RATE SCHEDULE PAL

EXHIBIT A TO RATE SCHEDULE PAL SERVICE AGREEMENT

COMPANY - Guardian Pipeline, L.L.C.

COMPANY'S ADDRESS - ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

SHIPPER:

SHIPPER'S ADDRESS: _____
Address Line 2: _____
P.O. Box: _____
City: _____ State/Prov: _____ Zip Code: _____

PARK AND LOAN (PAL) SERVICE OPTIONS:

	Check Option	Commencement of Service Date	Termination of Service Date	Maximum* PAL Quantity Dekatherms	Daily Rate per Dekatherm	Parking Points	Lending Points
(1) Shipper Nominated Parking/Lending Service (NPL)	_____	_____	_____	_____	$_____	_____	_____
(2) Shipper Requested Term Parking/Lending Service (RPL)	_____	_____	_____	_____	$_____	_____	_____

*Maximum PAL Quantity available during the term of the Exhibit A.

This Exhibit A is made and entered into as of _____, 20___.

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

This Service Agreement is made and entered into this _____day of _____, ____, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter,") and_____, (herein called "Aggregator")

WHEREAS, Aggregator desires to purchase market aggregation service from Transporter;

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

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule MA and of the GT&C, Transporter agrees to permit Aggregator to aggregate nominated quantities of gas from delivery points it operates on Transporter's system to a Market Aggregation Point (MA Point) specified on Exhibit "A" hereto which Exhibit "A" shall be deemed to be a part of this Service Agreement. Exhibit A shall also specify the Maximum Aggregation Quantity and Delivery Points.

ARTICLE II
TERM OF AGREEMENT

2.1 This Service Agreement shall become effective on_____ and service hereunder will commence on _____; thereafter, the term of this Service Agreement will continue in force and effect for a primary term through_____("Primary Term"). This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C.

2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination. To the extent that Aggregator desires to terminate this Service Agreement prior to its expiration date, and Transporter agrees to such termination, Transporter shall be entitled to collect as part of the exit fee that Aggregator shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the reservation

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA (Continued)

charge otherwise recoverable by Transporter from Aggregator for the balance of the contractual term absent such early termination. To the extent that Transporter and Aggregator have negotiated rates that are designed on a basis other than straight-fixed variable ("SFV"), for the purpose of calculating the Reservation Charge otherwise recoverable by Transporter, such rates shall be restated on an SFV basis, such that the Reservation Charge includes all the rate that would have been in effect for the remainder of the term, except that amount equal to the usage charge set forth on Statement of Rates, assuming a 100% usage factor.

2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

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

3.1 Aggregator agrees to and shall pay Transporter all applicable maximum rates, and charges provided for in Rate Schedule MA and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section (s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Aggregator shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.

3.2 All of the GT&C and Rate Schedule MA shall be applicable to service hereunder and shall be made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

3.3 Aggregator agrees that Transporter shall have a unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to service pursuant to Transporter's Rate Schedule MA; (ii) the terms and conditions of service for Transporter's Rate Schedule MA pursuant to which service hereunder is rendered;

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA (Continued)

and/or (iii) any provision of the GT&C applicable to service under Rate Schedule MA. Transporter agrees that Aggregator may protest or contest the aforementioned filings or may seek authorization from duly constituted regulatory authorities for such adjustments to Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), and (iii) above are consistent with the regulatory law and policy.

ARTICLE IV
RESERVATIONS

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

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that aggregation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA (Continued)

ARTICLE VII
NONRECOURSE OBLIGATION OF LIMITED LIABILITY
COMPANY MEMBERS AND OPERATOR

Aggregator acknowledges and agrees that (a) Transporter is a Delaware limited liability company, (b) Aggregator shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this provision shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Aggregator shall provide the Operator with a waiver of subrogation of Aggregator's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

ARTICLE VIII
INTERPRETATION

The parties hereto agree that the interpretation and performance of this Service Agreement must be in accordance with the laws of the State of Wisconsin without recourse to the law governing conflict of laws which would require the application of the laws of another state.

ARTICLE IX
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA (Continued)

ARTICLE X

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Aggregator.

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

GUARDIAN PIPELINE, L.L.C.
By: ONEOK Partners GP, L.L.C., its Operator

By:_____

Printed Name: _____

Title:_____

Executed:_____,_____
(Date)

(AGGREGATOR)

By:_____

Printed Name: _____

Title:_____

Executed:_____,_____
(Date)

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

EXHIBIT "A"
to
SERVICE AGREEMENT UNDER RATE SCHEDULE MA
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER") AND

_____("AGGREGATOR")

DATED _____

Maximum Aggregation Quantity: _____ Dth/day

MA Point DRN Number

Delivery Point(s)	DRN Number	Designated Balancing Point (Check One)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Linked to Rate Schedule(s)_____ Service Agreement No(s) _____.

RIGHT OF FIRST REFUSAL: YES_____ NO_____

The effective date of this Exhibit "A" is _____.

Supersedes Exhibit "A" Dated:_____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

EXHIBIT "B"
TO MARKET AGGREGATION AGREEMENT
Rate Schedule MA

NEGOTIATED RATE AGREEMENT

Shipper and Transporter agree to a negotiated rate in accordance with Subsection 3.1 of Rate Schedule MA and agree that Shipper will be billed and pay, the charges specified below for the period commencing _____, 20___ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule MA.

Specification of Negotiated Rate:

Transporter and Shipper agree that the Market Aggregation Rate shall be at a rate of $___ ___ /Dth.

Narrative Description of Negotiated Rate:

The effective date of this Exhibit "B" is _____.

Supersedes Exhibit "B" Dated: _____

040110

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MA

EXHIBIT "C"
TO MARKET AGGREGATION AGREEMENT
Rate Schedule MA

DISCOUNTED RATE AGREEMENT

Shipper and Transporter agree to a discounted rate in accordance with Subsection 3.1 of Rate Schedule MA and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule MA.

Specification of Discounted Rate:

Transporter and Shipper agree that the MA Rate shall be discounted as indicated below:

Discounted Rate:
Rate Type: _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Narrative Description of Discount Rate:

The effective date of this Exhibit "C" is _____.

Supersedes Exhibit "C" Dated: _____

040110

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-421-000

Fifth Revised Sheet No. 380 Fifth Revised Sheet No. 380
Superseding: Sheet Nos. 380 Through 385

The following Tariff sheets have been superseded and are reserved for future use:

Fourth Revised Sheet No. 380
Second Revised Sheet No. 381
Second Revised Sheet No. 382
Third Revised Sheet No. 383
Second Revised Sheet No. 384
Second Revised Sheet No. 385

MASTER ELECTRONIC TRANSACTION AGREEMENT
(Continued)

B. The Parties agree that this Agreement, and future agreements, may be entered into, modified or terminated through electronic means as set forth in Section II below.

C. The Parties agree that any transactions contemplated by this Agreement, any Existing Agreement, or any future agreement may be conducted through electronic means as set forth in Section II below.

II. Agreement to Utilize Electronic Means

A. In order to facilitate commerce between them, the Parties agree:

1. To allow any bids, offers, acceptances or other transactions to be made, communicated, accepted or otherwise conducted through electronic means.

2. That any record, document or signature may be sent or maintained by the Parties in electronic form.

3. A contract or agreement may be formed by the Parties solely through the use of electronic means or through the use or interaction of electronic agents.

4. Unless otherwise agreed by the Parties, an electronic record or communication is sent when it:

a. is addressed properly or otherwise directed properly to an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record;

b. is in a form capable of being processed by that system; and

c. enters an information processing system outside the control of the sender or of a person that sent the electronic record on behalf of the sender or enters a region of the information processing system designated or used by the recipient which is under the control of the recipient.

MASTER ELECTRONIC TRANSACTION AGREEMENT
(Continued)

5. Unless otherwise agreed between the Parties, an electronic record or communication is received when:

a. it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and

b. it is in a form capable of being processed by that system.

B. The Customer agrees to comply with all directives, rules, regulations and requirements of Guardian (the "Directives") regarding the types transactions which may be conducted by electronic means or through the interaction of electronic agents as well as the technology to be used. Such Directives may address eligible transactions, communication protocols, methods of electronic communication, encryption, use of digital signatures, security, confidentiality, authentication and other subjects related to electronic means.

C. At any time, either Party may refuse to conduct further transactions by electronic means.

III. Disclaimer of Warranties and Limitation of Damages

A. Customer agrees there are no representations or warranties, express or implied, that might arise in connection with this Agreement, the use of electronic means or electronic agents, any technical advice or information provided by Guardian or Customer's use of Guardian's computer, Internet or communication facilities or systems. Additionally, GUARDIAN DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Customer assumes all risks of loss or liability arising out of this Agreement and hereby agrees to hold harmless and indemnify Guardian from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Guardian) brought by third parties based upon this Agreement, the use of electronic means or electronic agents, any technical advice or

MASTER ELECTRONIC TRANSACTION AGREEMENT
(Continued)

information provided by Guardian or Customer's use of Guardian's computer, Internet or communication facilities or systems, except that Guardian will remain liable for its own negligence. All claims arising from and out of the terms of this Agreement shall be limited to the assets of Guardian. Customer agrees that exercise of any and all rights or remedies at law or in equity against the individual partners of Guardian by Customer, its successors, assigns and representatives is hereby expressly waived.

IV. Interpretation and Miscellaneous Provisions

A. Interpretation. This Agreement is designed to facilitate electronic transactions between the Parties. This Agreement evidences the complete and exclusive understanding and agreement of the parties with respect to electronic transactions and supersedes and merges any prior understandings or agreements related thereto.

B. Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma (without regard to conflicts of law principles), including, without limitation, the applicable provisions of the Uniform Electronic Transactions Act as adopted in the State of Oklahoma. Tulsa County shall be the sole appropriate venue and jurisdiction for all controversies in connection with this Agreement.

C. Subject to Tariff. The terms and conditions of this Agreement are subject to Guardian's FERC Gas Tariff, as amended from time to time.

D. Assignment. Except as otherwise expressly provided herein, the Parties may not assign rights or delegate duties arising hereunder without the prior written consent of the other Party, and any assignment or delegation of any right, duty, or claim arising hereunder without such consent shall be void.

E. Modification and Waiver. No amendment, modification, or waiver of this Agreement shall be effective unless made in a written instrument which specifically references this Agreement and which is signed by the Parties.

F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

MASTER ELECTRONIC TRANSACTION AGREEMENT
(Continued)

G. Identification of Customer. This Agreement shall be binding upon the entity associated with the Logon I.D. in use when the "ACCEPT" button is clicked. If multiple entities are associated with the Logon I.D., then this Agreement shall be binding upon all such entities as though each entity individually entered into this Agreement.

H. Representation of Authority. The representative of Customer clicking on the "ACCEPT" button represents and warrants to Guardian that (i) he or she has the corporate power and authority to enter into this Agreement; and, (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by all necessary corporate action on the part of Customer.

Second Revised Sheet No. 385 Second Revised Sheet No. 385 : Effective
Superseding: First Revised Sheet No. 385

SHEET RESERVED FOR FUTURE USE

Sheet No. 385 is reserved for future use

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT is made effective as of the _____ day of _____, ____, by and between:

GUARDIAN PIPELINE, L.L.C., (hereinafter called "Transporter"), a Delaware limited liability company,

and

_____, (hereinafter called "Replacement Shipper").

In consideration of the mutual covenants and agreements as herein set forth, both Transporter and Replacement Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

For each occasion that Replacement Shipper obtains capacity from a Releasing Shipper through Transporter's capacity release program, an Addendum in the form of Exhibit A, attached hereto will be made a part hereof. The specific terms and conditions of each release shall be reflected in each Addendum, which shall be incorporated and made a part of this Agreement, and which together shall constitute the terms and conditions of Transporter's service for each release.

Transporter agrees to receive at the Points of Receipt and deliver at the Points of Delivery, on a firm basis, Quantities of Natural Gas up to the Maximum Daily Quantity obtained from the Releasing Shipper. The Maximum Daily Quantity is stated in delivered Quantities, for which received Quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under Transporter's Rate Schedules applicable to the Releasing Shipper.

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above until _____, when this Agreement shall expire. Service shall commence and remain effective for a term coincidental for each capacity release term identified in each Addendum.

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder (including any Addendum hereunder), Shipper agrees to pay Transporter the applicable Reservation Charge, and any surcharges thereon, in the amount of its winning bid for each contracted for service. Replacement Shipper is also responsible for all other billings, e.g., usage rate and applicable usage surcharges associated with its usage of capacity contracted for hereunder.

ARTICLE 4 - TRANSPORTER'S USE GAS

In addition to collection of the rates and charges provided for in each Addendum, Transporter shall retain, as Transporter's Use Gas, the percentage of the Quantities received from Shipper hereunder, as provided pursuant to the applicable Rate Schedule.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of the applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Transporter reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions or rate levels of the applicable Rate Schedules and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

040110

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

ARTICLE 6 - NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

040110

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

IN WITNESS WHEREOF, both Transporter and Replacement Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

REPLACEMENT SHIPPER

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____
(Date)

GUARDIAN PIPELINE, L.L.C.

By: _____

Printed Name: _____

Title: _____

Executed: _____, _____

040110

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

EXHIBIT A

Capacity Release Agreement No. _____
Addendum No. __
Capacity Release
Service Agreement
Between
Guardian Pipeline, L.L.C.

and _____

Releasing Shipper
Contract No. _____ Releasing Shipper
Rate Schedule _____

Original Releasing
Shipper Contract No. _____ Regulation _____

Replacement Shipper's
Maximum Daily Quantity (Dth) _____

Permanent or Temporary Release _____

Conditions of Recall _____

Term of Release

Begin _____ End _____

Reservation Rate (including applicable surcharges) _____

Other Conditions

040110

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

EXHIBIT A

Capacity Release Agreement No. _____
Addendum No. ____

CAPACITY RIGHTS
Points of Receipt

Primary or Secondary	Received From	Location	County	State	Meter No.	Quantity

Secondary Points of Receipt

Shipper shall have secondary Points of Receipt as set forth in Section 17.3 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

040110

CAPACITY RELEASE (Continued)
FORM OF SERVICE AGREEMENT

EXHIBIT A
Capacity Release Agreement No._____
Addendum No. __
Capacity Release

Points of Delivery

Primary or Secondary	Delivered To	Location	County	State	DRN No.	Quantity

Secondary Points of Delivery

Shipper shall have secondary Points of Delivery as set forth in Section 17.3 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

040110

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-421-000

Fourth Revised Sheet No. 393 Fourth Revised Sheet No. 393
Superseding: Sheet Nos. 393 Through 396

The following Tariff sheets have been superseded and are reserved for future use:

Third Revised Sheet No. 393
First Revised Sheet No. 394
Second Revised Sheet No. 395
Fifth Revised Sheet No. 396

ELECTRONIC COMMUNICATION AGREEMENT
(Continued)

2. Except for the restricted right to utilize the System provided herein, Customer is granted no rights under the System. Customer shall not copy the System or use the System to prepare derivative works. Customer shall properly utilize the System in accordance with Company's instructions, shall make no effort to improperly access the network or the computers on which the System is operating, and shall make no effort to reverse-engineer the System.

3. It is Customer's responsibility to check the daily schedule, which shall be available prior to gas flowing, to assure that Customer's nominations have been correctly transmitted and received by Company. Any discrepancy discovered or which would have been discovered by Customer review of the daily schedule shall be the reporting responsibility of Customer prior to gas flow. It is Customer's responsibility to check any data input by Customer. Any discrepancy discovered or which would have been discovered by Customer review shall be the responsibility of Customer. Customer acknowledges that Company continues to maintain alternative methods of communicating gas nominations and is aware of those methods; in the event the System is not accessible for any reason, Customer agrees to utilize one of the alternative methods of communicating with Company.

4. Customer is being allowed to utilize the System solely for Customer's convenience. Thus, Customer's use of the System is "AS IS, WHERE IS," and with all faults. Customer agrees there are no representations or warranties, express or implied, that might arise in connection with this Agreement or Customer's use of the System. Additionally, COMPANY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer agrees Company shall have no liability whatsoever, whether in contract or tort, for any losses sustained as a result of failures or deficiencies in the System. In no event shall Company be liable for any failures or deficiencies in the System. In no event shall Company be liable for any incidental, consequential, special or punitive damages arising out of or in connection with the delivery, use or performance of the System. Customer assumes all risks of loss or liability arising out of its use of the System and hereby agrees to hold harmless and indemnify Company from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses

ELECTRONIC COMMUNICATION AGREEMENT
(Continued)

incurred by Company) brought by third parties based upon, arising out of or resulting from Customer's use of the System, except that Company will remain liable for its own gross negligence or willful misconduct. All claims arising from and out of the terms of this Agreement shall be limited to the assets of the Company. Customer agrees that exercise of any and all rights or remedies at law or in equity against the individual partners of the Company by Customer, its successors, assigns and representatives is hereby expressly waived.

5. Both Customer and Company shall have the right to terminate this Agreement at any time for any reason whatsoever, with or without cause. Company shall have the right to modify or terminate its Telecommunications Network and/or Customer's right to use the System at any time. Company also reserves the right to invalidate ID Codes and Passwords for cause and shall provide reasonable notice of such invalidation. Upon termination of this Agreement or upon request by Company, Customer shall thereafter immediately cease all use of the System.

6. This Agreement is personal to Customer and may not be assigned, licensed or transferred (except as part of the sale of the assets of Customer's business to which this Agreement relates) by Customer without the express written consent of Company.

7. There are other written agreements in place between the Parties and this Agreement shall not cancel or supersede those other agreements except to the extent inconsistent with the specific terms and conditions hereof pertaining to the System. However, the terms and provisions of this Agreement do supersede any oral representations between the Parties or any conflicting terms and conditions in any other agreement with regard to the subject matter of this Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified except by written instrument duly executed by both Parties. This Agreement shall be governed and construed in accordance with the laws of the STATE OF OKLAHOMA, excluding any conflicts of law, rule or principle that might refer same to the laws of another jurisdiction.

ELECTRONIC COMMUNICATION AGREEMENT
(Continued)

8. Any notice provided for in this Agreement shall be in writing and shall be considered as having been given if sent by facsimile, delivered personally or if mailed by United States mail postage prepaid to the following addressees, respectively.

Guardian Pipeline, L.L.C. c/o ONEOK Partners GP, L.L.C. the Operator P.O. Box 871 Tulsa, Oklahoma 74102-0871 Attn: Customer Services Department Customer Service Representative Phone: (918) 588-7745 Fax: (918) 588-7750	Customer (Company Name and Address) _____ _____ Attn: _____ Print Name Phone: _____ Fax: _____

IN WITNESS WHEREOF, Company and Customer have executed this Agreement to be effective the _____ day of _____, 200___.

Accepted and agreed to this _____ day of _____, 200___.

GUARDIAN PIPELINE, L.L.C.
By: ONEOK Partners GP, L.L.C., the Operator

By: _____

Title: _____

Accepted and agreed to this _____ day of _____, 200___.

CUSTOMER

By: _____ By: _____

_____ _____
Print Name Print Name

Title: _____ Title: _____

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-421-000

First Revised Sheet No. 397 First Revised Sheet No. 397
Superseding: Sheet Nos. 397 Through 400

The following Tariff sheets have been superseded and are reserved for future use:

Original Revised Sheet No. 397
First Revised Sheet No. 398
Second Revised Sheet No. 399
Fifth Revised Sheet No. 400

AGENCY AUTHORIZATION AGREEMENT

___(3) Right to Bid on Released Capacity: Agent is authorized to bid on released capacity and to create a new contract in the event Agent obtains the released capacity. Access to all applicable release reports is provided to Agent.

___(4) Right to Confirm: Agent is authorized to confirm all nominations and view Scheduled Quantity for operator reports at the following points/DRN's: _____, _____, _____. Access to all applicable confirmation reports is provided to Agent.

2. Contract Level Authorization: Contract Holder hereby authorizes Agent to exercise the rights and/or perform the obligations ("Agency Functions") set forth below for the following contracts:
_____
_____

(1) Right to Nominate: Agent is authorized to nominate for above contracts on behalf of the Contract Holder quantities of gas up to the Total Quantity per Contract. Access to all applicable nomination reports is provided to Agent.

(2) Rights on Invoices: For above contracts, Agent will receive all invoices for payment, including all supporting documentation.

Contract Holder and Agent also understand and agree that Agent is required to comply with all provisions of the Contract(s) and of Company's FERC Gas Tariff governing the transportation, storage, supply aggregation and/or balancing of gas.

3. This Agency Authorization Agreement shall be executed pursuant to Section 30 of the General Terms and Conditions of Company's FERC Gas Tariff.

4. Indemnity: Company will rely on communications and actions of Agent for all specified purposes related to the specified Contracts above Contract Holder agrees to indemnify and hold Company harmless against any and all claims arising from Company's actions in reliance on communications with Agent. Agent agrees to indemnify and hold Company harmless against any and all claims that are brought by Contract Holder against Company and that arise from or relate to this Agency Authorization Agreement or the Contracts, provided, however, nothing herein shall relieve Company of liability for its own negligence.

AGENCY AUTHORIZATION AGREEMENT

5. Term: The term of this Agreement shall be for a term beginning _____ and will continue in full force thereafter unless terminated by Agent, Contract Holder or Company by written notice from any Party to all other Parties two (2) Business Days prior to the effective date of the termination.

6. Regulation: This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued.

7. Waiver: No waiver by any Party of one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

8. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Oklahoma without regard to choice of law doctrine that refers to the laws of another jurisdiction.

9. Conflicts: In the event of a conflict between the provisions of this Agreement and the General Terms and Conditions of Company's FERC Gas Tariff, the General Terms and Conditions shall govern.

10. The Parties agree and stipulate that the services to be performed pursuant to this Agreement by each Party are uniquely tied to the Parties performing the services. Therefore the rights and obligations pursuant to this agreement may not be assigned.

AGENCY AUTHORIZATION AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first hereinabove written.

Contract Holder: _____

By: _____

Title: _____

Agent: _____

By: _____

Title: _____

Guardian Pipeline, L.L.C.

By: _____

Title: _____

PLEASE RETURN VIA FAX TO (918) 588-7750