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FERC GAS TARIFF

THIRD REVISED VOLUME NO. 1

OF

MIDWESTERN GAS TRANSMISSION COMPANY

FILED WITH THE

FEDERAL ENERGY REGULATORY COMMISSION

COMMUNICATIONS CONCERNING TARIFF

SHOULD BE ADDRESSED TO:

Ron Mucci
Vice President, Rates & Regulatory Affairs
ONEOK Partners GP, L.L.C., its Operator

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Tulsa, Oklahoma 74103

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Sheet No. 2 is being reserved for future use.

PRELIMINARY STATEMENT

Midwestern Gas Transmission Company (Midwestern) is a natural gas transmission company, engaged in the business of transporting natural gas in interstate commerce. Midwestern's system extends from Portland, Tennessee, through the States of Tennessee, Kentucky, Indiana, and Illinois to its terminus at a point near Joliet, Illinois. Midwestern's system also includes a mainline extension from Portland, Tennessee to Hartsville, Tennessee. Midwestern transports gas in both northerly and southerly directions.

Midwestern Gas Transmission Company
System Map
(Not required to be filed
in electronic format.)

SUMMARY OF RATES AND CHARGES

Rate Schedule and Rate	Base Tariff Rate	Adjustments Under Section 18 GT&C 4/	Rate After Adjustments
TRANSPORTATION RATES (Per Dekatherms) 1/			
FT-A			
Monthly Demand:			
Maximum	$2.0600		$2.0600
Minimum	$0.0000		$0.0000
Daily Demand: 2/			
Maximum	$0.0677		$0.0677
Minimum	$0.0000		$0.0000
Commodity Rate:			
Maximum	$0.0009	$0.0019	$0.0028
Minimum	$0.0009	$0.0019	$0.0028
FT-B			
Monthly Demand:			
Maximum	$3.0190		$3.0190
Minimum	$0.0000		$0.0000
Daily Demand: 3/			
Maximum	$0.0993		$0.0993
Minimum	$0.0000		$0.0000
Commodity Rate:			
Maximum	$0.0000	$0.0019	$0.0019
Minimum	$0.0000	$0.0019	$0.0019
FT-C			
Monthly Demand:			
Maximum	$2.0600		$2.0600
Minimum	$0.0000		$0.0000
Daily Demand: 5/			
Maximum	$0.0677		$0.0677
Minimum	$0.0000		$0.0000
Commodity Rate:			
Maximum	$0.0009	$0.0019	$0.0028
Minimum	$0.0009	$0.0019	$0.0028

1/ Transportation rates apply to forward hauls, backhauls and exchanges.
2/ The Maximum Volumetric Firm Rate for Capacity Release is the equivalent of the 100% load factor rate for Rate Schedule FT-A.
3/ The Maximum Rate applicable for Capacity Release is the equivalent of the 100% load factor rate for Rate Schedule FT-B.
4/ Applies only to physical deliveries.
5/ The Maximum Volumetric Firm Rate for Capacity Release is the equivalent of the 100% load factor rate for Rate Schedule FT-C.

SUMMARY OF RATES AND CHARGES

Rate Schedule and Rate	Base Tariff Rate	Adjustments Under Section 18 GT&C 5/	Rate After Adjustments
TRANSPORTATION RATES (Per Dekatherms) 1/			
FT-GS			
Maximum	$0.1705	$0.0019	$0.1724
Minimum	$0.0009	$0.0019	$0.0028
IT - Mainline 2/			
Maximum	$0.0687	$0.0019	$0.0706
Minimum	$0.0009	$0.0019	$0.0028
IT - Eastern Mainline 2/			
Maximum	$0.0993	$0.0019	$0.1012
Minimum	$0.0000	$0.0019	$0.0019
Fuel Retention and Loss Quantity 3/			1.00%
PARK AND LOAN RATES (Per Dekatherms)			
PAL - Mainline 4/			
Maximum	$0.0687		
Minimum	$0.0000		
PAL - Eastern Mainline 4/			
Maximum	$0.0993		
Minimum	$0.0000		

1/ Transportation rates apply to forward hauls, backhauls and exchanges.
2/ If an IT Shipper nominates a quantity of gas which includes a Receipt Point or Delivery Point on the Mainline and a Receipt Point or Delivery Point on the Eastern Mainline, such quantity of gas shall be subject to the sum of the Rate Schedule IT - Mainline Maximum Rate and the Rate Schedule IT - Eastern Mainline Maximum Rate, subject to Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff, in addition to the Fuel Retention and Loss Quantity.
3/ The Fuel Retention and Loss Quantity applies to all transportation rate schedules except for service rendered entirely by displacement for which a 0.5 percent Loss Quantity shall apply, and except for service where both the receipt and delivery points are the same for which no Fuel Retention and Loss Quantity shall apply and subject to the provisions of Subsection 3.6.9 of the General Terms and Conditions of Company's FERC Gas Tariff.
4/ If a PAL Shipper nominates a quantity of gas which includes a Receipt Point or Delivery Point on the Mainline and a Receipt Point or Delivery Point on the Eastern Mainline, such quantity of gas shall be subject to the sum of the Rate Schedule PAL - Mainline Maximum Rate and the Rate Schedule IT - Eastern Mainline Maximum Rate, subject to Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff.
5/ Applies only to physical deliveries.

SUMMARY OF RATES AND CHARGES

Rate Schedule and Rate	Base Tariff Rate	Adjustments Under Section 18 GT&C 5/	Rate After Adjustments
TRANSPORTATION RATES (Per Dekatherms) 1/			
FT-D			
Monthly Demand:			
Maximum	$2.0600		$2.0600
Minimum	$0.0000		$0.0000
Daily Demand: 2/			
Maximum	$0.0677		$0.0677
Minimum	$0.0000		$0.0000
Commodity Rate:			
Maximum	$0.0009	$0.0019	$0.0028
Minimum	$0.0009	$0.0019	$0.0028
FT-GS			
Maximum	$0.1705	$0.0019	$0.1724
Minimum	$0.0009	$0.0019	$0.0028
IT - Mainline 3/			
Maximum	$0.0687	$0.0019	$0.0706
Minimum	$0.0009	$0.0019	$0.0028
IT - Eastern Mainline 3/			
Maximum	$0.0993	$0.0019	$0.1012
Minimum	$0.0000	$0.0019	$0.0019
Fuel Retention and Loss Quantity 4/			1.00%

1/ Transportation rates apply to forward hauls, backhauls and exchanges.
2/ The Maximum Volumetric Firm Rate for Capacity Release is the equivalent of the 100% load factor rate for Rate Schedule FT-D.
3/ If an IT Shipper nominates a quantity of gas which includes a Receipt Point or Delivery Point on the Mainline and a Receipt Point or Delivery Point on the Eastern Mainline, such quantity of gas shall be subject to the sum of the Rate Schedule IT - Mainline Maximum Rate and the Rate Schedule IT - Eastern Mainline Maximum Rate, subject to Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff, in addition to the Fuel Retention and Loss Quantity.
4/ The Fuel Retention and Loss Quantity applies to all transportation rate schedules except for service rendered entirely by displacement for which a 0.5 percent Loss Quantity shall apply, and except for service where both the receipt and delivery points are the same for which no Fuel Retention and Loss Quantity shall apply and subject to the provisions of Subsection 3.6.9 of the General Terms and Conditions of Company's FERC Gas Tariff.
5/ Applies only to physical deliveries.

SUMMARY OF RATES AND CHARGES

Rates Under Rate Schedule Third Party Balancing (TPB)

Rate Schedule and Rate	Base Tariff Rate
TPB	
Maximum Rate	$0.0200 1/
Minimum Rate	$0.0000 1/

1/ Rates are Daily Rates per Dekatherm

SUMMARY OF RATES AND CHARGES

Rate Schedule and Rate	Base Tariff Rate
PARK AND LOAN RATES (Per Dekatherms) 1/	
PAL - Mainline 2/	
Maximum	$0.0687
Minimum	$0.0000
PAL - Eastern Mainline 2/	
Maximum	$0.0993
Minimum	$0.0000
TPB RATES (Per Dekatherms) 1/	
Maximum	$0.0200
Minimum	$0.0000

1/ Rates are Daily Rates per Dekatherm
2/ If a PAL Shipper nominates a quantity of gas which includes a Receipt Point or Delivery Point on the Mainline and a Receipt Point or Delivery Point on the Eastern Mainline, such quantity of gas shall be subject to the sum of the Rate Schedule PAL - Mainline Maximum Rate and the Rate Schedule IT - Eastern Mainline Maximum Rate, subject to Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff.

Sheet No. 6 is being reserved for future use.

STATEMENT OF NEGOTIATED RATES 1/, 3/

Shipper Name	Primary Receipt Point Name	Primary Delivery Point Contract Number	Rate Schedule	Transportation Quantity Dth/d	Demand Charge 2/	Commodity Rate
Grain Processing Corporation	Portland	FA0022 Grain Processing	FT-A	10,000	$2.06 4/	$.0028 4/
ProLiance Energy, LLC 5/	Herscher, IL	FA0524 Whitesville, KY	FT-A	45,000	$0.0677/Dth 6/	Maximum
BP Canada Energy Marketing Corp.	Joliet - ANR	FA0844 Whitesville, KY	FT-A	7,506	$2.06	Maximum
Proliance Energy, LLC	Herscher, IL	FA0845 Ohio Valley Hub	FT-A	2,382	$2.06	Maximum
Utility Resource Solutions, L.P.	Will County	FA0846 Portland	FT-A	24,517	$2.06	Maximum
Piedmont Natural Gas Company, Inc.	Joliet - ANR	FA0342 Portland	FT-A	120,000	$0.06/Dth 6/	Maximum
Piedmont Natural Gas Company, Inc.5/	Portland	FB0006 Walnut Grove	FT-B	75,000	$0.0865/Dth 6/	Maximum
	Portland	Boat Dock		45,000	$0.0865/Dth 6/	Maximum

1/ Unless otherwise noted, negotiated contracts do not deviate in any material respect from the applicable form of service agreement set forth in Company's FERC Gas Tariff.
2/ Unless otherwise noted, rates are inclusive of all surcharges and reflect a monthly demand rate.
3/ Unless otherwise noted, this Tariff sheet reflects the essential elements of the negotiated contracts, including a specification of all consideration.
4/ Reservation and commodity changes must fall within the respective maximum and minimum FT-A rates and equate to an overall 100% load factor rate not in excess of 7.09 cents per Dth.
5/ Also listed in Section 32 of the General Terms and Conditions of this Tariff.
6/ Daily Demand Charge fixed through initial term of Agreement.

Sheet Nos. 8-49 are being reserved for future use.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on the Mainline on a firm basis by Company for any Shipper.

Mainline shall be defined as the 30-inch diameter pipeline and appurtenant facilities extending from an interconnection between Company and Tennessee Gas Pipeline Company near Portland, Tennessee and extending to a point of interconnection between Company and ANR Pipeline Company located near Joliet, Illinois.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The service contracted shall be the receipt of natural gas and the delivery of the Equivalent Quantity of natural gas up to the Transportation Quantity for the Transportation Path set forth in Exhibit A of the FT-A Agreement performed under Part 284 of the Commission's Regulations. This service shall be provided to the extent Company determines firm capacity is available on the Mainline to any Shipper in the order in which each Shipper has fulfilled the requirements of Section 3 below.

2.2 Service shall be allocated and scheduled pursuant to Subsections 3.7, 3.8 and Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. However, service may be curtailed for any of the reasons set out in Section 10 of the General Terms and Conditions of Company's FERC Gas Tariff or whenever necessary to maintain gas quality or the integrity of Company's system.

2.3 Company shall not be required to install, operate or maintain any additional facilities in order to provide new transportation service under this Rate Schedule.

3. REQUEST FOR SERVICE

3.1 All Shippers requesting firm transportation service under this Rate Schedule must qualify pursuant to Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

3.2 All Shippers requesting firm transportation service hereunder must execute a Firm Gas Transportation Agreement for use under Rate Schedule FT-A (FT-A Agreement) in accordance with the provisions of Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

4. DELIVERIES AND RECEIPTS

4.1 Receipt Points

Subject to the availability of capacity, any Receipt Point on Company's Mainline shall be eligible for designation as a Primary Receipt Point for gas transported under this Rate Schedule pursuant to Subsection 15.2 of the General Terms and Conditions of Company's FERC Gas Tariff.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

4. DELIVERIES AND RECEIPTS (Continued)

4.1 Receipt Points (Continued)

Company shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.

4.2 Delivery Points

Subject to the availability of capacity, any Delivery Point on Company's Mainline shall be eligible for designation as a Primary Delivery Point(s) for gas transported under this Rate Schedule pursuant to Subsection 15.2 of the General Terms and Conditions of Company's FERC Gas Tariff. Company shall not be required under any circumstances to deliver gas at any Delivery Point where the total quantity of gas scheduled for delivery on any day is less than that required for the accurate measurement of quantities to be delivered. Nothing in this Section 4 is intended to limit the rights of either the Releasing Shipper or the Replacement Shipper upon the release of firm capacity.

4.3 Gas Quantities at Receipt/Delivery Points

On any given day, quantities transported from the Receipt Point(s) to the Delivery Point(s) may not exceed the Transportation Quantity under the Shipper's FT-A Agreement at any mainline location.

4.4 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the Receipt Points, but the pressure of gas delivered into Company's system shall not exceed Company's maximum allowable operating pressure. Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the Delivery Point(s).

4.5 Uniform Quantities

As nearly as practical, Shipper shall deliver and receive gas in uniform hourly quantities during any day. However, Company shall use its best efforts as operational conditions permit, to allow Shippers to deliver or receive gas in non-uniform hourly quantities during any day.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates and charges for service under this Rate Schedule shall be the sum of the charges described below. By mutual agreement between Company and Shipper, discounts may be limited consistent with the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff.

5.2 Transportation Rates

The applicable rates for service under this Rate Schedule FT-A are the applicable Maximum Demand and Commodity Rates shown on the effective Summary of Rates and Charges; provided however, Company has the right at any time and from time to time to adjust the Maximum Demand and Commodity Rates applicable to any service upon notice to Shipper to any level not less than the Minimum or more than the Maximum Demand and Commodity Rates established for this Rate Schedule and set forth on the effective Summary of Rates and Charges.

In the event Company and Shipper agree to establish a fixed rate to be charged for the duration of the transportation service, said rate will be set forth in the FT-A Agreement. Company shall file with the Commission the required reports of any adjustment below the Maximum Commodity and Demand Rates for service under this Rate Schedule.

5.3 New Facilities Charge

Company may charge Shipper an amount to recoup some or the entire cost (including income tax effects resulting from such reimbursement) of facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Company shall not use the amounts so collected (as either costs or revenues) in establishing its general system rates. Shipper shall pay the New Facilities Charge by lump sum payment based upon Company's estimated cost prior to any construction activity, unless otherwise mutually agreed.

Company will construct only those facilities to render transportation services hereunder that interconnect with facilities that either cross or are immediately adjacent to Company's existing facilities. Company shall not construct facilities hereunder that will result in the expansion or diminishment of Company's mainline capacity or that compromise the operational integrity of Company's pipeline system. Company will own and operate all facilities constructed.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.4 Incidental Charges

Company shall charge Shipper an amount to reimburse Company for any filing or similar fees that have not been previously paid by Shipper, that Company incurs in establishing or rendering service. Company shall not use the amounts so collected as either costs or revenues in establishing its general system rates.

5.5 Authorized Overrun Charge

If Shipper, upon receiving the advance approval of Company, should on any day take under this Rate Schedule a quantity of natural gas in excess of Shipper's Transportation Quantity under Shipper's FT-A Agreement, then such excess quantity shall constitute authorized overrun quantities. All Shipper requests for Authorized Overruns must be nominated through the System. If Company has complete and unrestricted control of gas deliveries to Shipper, then Shipper shall be deemed to have received the advanced approval of Company for such excess takes. For all authorized overrun quantities, Shipper shall pay Company the Maximum Daily Demand Rate and the Commodity Rate for this Rate Schedule shown on the effective Summary of Rates and Charges multiplied by the excess quantities delivered to Shipper, unless the parties mutually agree otherwise.

5.6 Imbalance Charge

If Shipper tenders or takes gas at a point not covered by an Operational Balancing Agreement, Company shall charge Shipper any applicable charges provided in Rate Schedules LMS-MA or LMS-PA, as applicable and Subsection 3.9 of the General Terms and Conditions specified in Company's FERC Gas Tariff.

5.7 Out of Mainline Charge

The applicable charge for utilizing Receipt Point(s) and/or Delivery Point(s) outside of the Mainline shall be the Rate Schedule IT - Eastern Mainline Maximum Rate, unless Company and Shipper mutually agree to another rate, for the portion of the scheduled nomination that is outside of the Mainline.

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

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

6. FUEL AND LOSSES

Shipper shall provide daily to Company, at no cost to Company, the Fuel Retention and Loss Quantity for system fuel use and gas lost and unaccounted for, associated with rendering transportation service pursuant to this Rate Schedule. Since fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, shall be (1 - fuel % / 100) multiplied by receipt quantity (in Dekatherms) = delivery quantity (in Dekatherms). [1.3.16/v1.0] The applicable percentage is shown in the Summary of Rates and Charges in Company's effective Tariff.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Demand Charge

A Demand charge equal to the product of the applicable Demand Rate shown on the effective Summary of Rates and Charges multiplied by the Transportation Quantity specified in the FT-A Agreement.

(b) Commodity Charge

The applicable Commodity Rate set forth on the effective Summary of Rates and Charges multiplied by the quantity of gas delivered in the month; and

(c) If applicable, any other charges pursuant to Sections 5 and 6 of this Rate Schedule.

8. FAILURE OF COMPANY

8.1 In the event Company fails to deliver on any day the quantity of gas requested up to the Transportation Quantity that Company is obligated by the FT-A Agreement to deliver to Shipper on such day, then Shipper shall not be relieved from its obligation to make payment of amounts then due or that become due hereunder including, but not limited to, the Demand Charge(s) set forth in this Rate Schedule if such failure is attributable to Shipper's conduct or results from an event that excuses performance under Section 10 of the General Terms and Conditions. Provided that:

(a) in situations in which Company's failure to deliver the Scheduled Quantities results from a force majeure event that excuses performance under Section 10 of the General Terms and Conditions, Shipper will remain liable for all amounts due or that become due under the Rate Schedule during the time of reduced deliveries for a period not to exceed ten days from the occurrence of the force majeure event;

(b) in situations in which Company's failure to deliver the Scheduled Quantities results from repair and maintenance that excuses performance under Section 10 of the General Terms and Conditions, Shipper will remain liable for all amounts due or that become due under this Rate Schedule only to the extent that Company has provided 30 days prior notice of the repair and maintenance to Shipper. If a Shipper does not receive all Scheduled Quantities due to maintenance and repair, then, to the greatest extent possible, such Shipper will be provided an opportunity to re-schedule the quantities at the FT-A commodity rate that Company failed to deliver even if such scheduling would result in a Shipper exceeding its Transportation Quantity on a given day.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

8. FAILURE OF COMPANY (Continued)

8.2 In all other circumstances not referenced in Subsection 8.1 above, including the issuance of an Operational Flow Order, if Company fails to tender for delivery during any one or more days 95 percent of the Scheduled Quantity up to the Transportation Quantity specified in the transportation contract, then the Demand Charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per Dekatherm times the difference between the quantity of natural gas tendered for delivery during said day or days, and 95 percent of the Scheduled Quantity. If Company fails to schedule the full quantity nominated by a Shipper as a result of an Operational Flow Order, then the Demand Charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per Dekatherm times the difference between the quantity nominated by Shipper and the quantity scheduled by Company.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Company with such information as is needed to meet the requirements placed on Company by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Company's General Terms and Conditions specified in Volume I of Company's Tariff, which are incorporated into this Rate Schedule. To the extent any terms and conditions specified in this Rate Schedule are inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. To the extent any terms and conditions specified in any FT-A Agreement pursuant to this Rate Schedule are inconsistent with any terms and conditions specified in this Rate Schedule, then the terms and conditions of this Rate Schedule shall govern.

10. WAIVER

Company may waive any rights hereunder or any obligations of Shipper on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on the Eastern Mainline on a firm basis by Company for any Shipper.

The Eastern Mainline shall be defined as the approximate 30.9 miles of 16-inch diameter pipeline commencing at Company's existing mainline compressor station located near Portland, Tennessee and traversing southeasterly to two (2) interstate pipeline interconnections with 1) Columbia Gulf Transmission Company and 2) East Tennessee Natural Gas Company located near Hartsville, Tennessee in Trousdale County, Tennessee.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The service rendered shall be the receipt of natural gas and the delivery of the Equivalent Quantity of natural gas up to the Transportation Quantity set out in the FT-B Agreement performed under Part 284 of the Commission's Regulations. This service shall be provided to the extent Company determines firm capacity is available on the Eastern Mainline to any Shipper in accordance with the requirements of Section 3 below.

2.2 Service shall be allocated and scheduled pursuant to Subsection 3.7 and Section 15 of the General Terms and Conditions. However, service may be curtailed for any of the reasons set out in Section 10 of the General Terms and Conditions.

2.3 Company shall not be required to install, operate or maintain any additional facilities in order to provide new transportation service under this Rate Schedule.

3. REQUEST FOR SERVICE

3.1 All Shippers requesting firm transportation service under this Rate Schedule must qualify pursuant to the applicable Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

3.2 All Shippers requesting firm transportation service hereunder must execute a Firm Gas Transportation Agreement for use under Rate Schedule FT-B (FT-B Agreement) in accordance with the provisions of Section 25 of the General Terms and Conditions of Company's Tariff.

4. DELIVERIES AND RECEIPTS

4.1 Receipt Points

Subject to the availability of capacity, any Receipt Point on Company's Eastern Mainline shall be eligible for designation as a Primary Receipt Point for gas transported under this Rate Schedule pursuant to Subsection 15.2 of the General Terms and Conditions of Company's FERC Gas Tariff. Company shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

4. DELIVERIES AND RECEIPTS (Continued)

4.2 Delivery Points

Subject to the availability of capacity, any Delivery Point on Company's Eastern Mainline shall be eligible for designation as a Primary Delivery Point(s) for gas transported under this Rate Schedule pursuant to Subsection 15.2 of the General Terms and Conditions of Company's FERC Gas Tariff. Company shall not be required under any circumstances to deliver gas at any Delivery Point where the total quantity of gas scheduled for delivery on any day is less than that required for the accurate measurement of quantities to be delivered. Nothing in this Section 4 is intended to limit the rights of either the Releasing Shipper or the Replacement Shipper upon the release of firm capacity.

4.3 Gas Quantities at Receipt/Delivery Points

Quantities transported from the Receipt Point(s) to the Delivery Point(s) may not exceed the Transportation Quantity of the Transportation Path specified in Exhibit A of Shipper's FT-B Agreement.

4.4 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the Receipt Point(s), but the pressure of gas delivered into Company's system shall not exceed Company's maximum allowable operating pressure. Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the Delivery Point(s).

4.5 Uniform Quantities

As nearly as practical, Shipper shall deliver and receive gas in uniform hourly quantities during any day. However, Company shall use its best efforts as operational conditions permit, to allow Shippers to deliver or receive gas in non-uniform hourly quantities during any day.

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates and charges for service under this Rate Schedule shall be the sum of the charges described below. By mutual agreement between Company and Shipper, discounts may be limited consistent with the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff.

5.2 Transportation Rates

The applicable rates for service under this Rate Schedule FT-B are the applicable Maximum Demand and Commodity Rates shown on the effective Summary of Rates and Charges; provided however, Company has the right at any time and from time to time to adjust the Maximum Demand and Commodity Rates applicable to any service upon notice to Shipper to any level not less than the Minimum or more than the Maximum Demand and Commodity Rates established for this Rate Schedule and set forth on the effective Summary of Rates and Charges.

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.2 Transportation Rates (Continued)

In the event Company and Shipper agree to establish a fixed rate to be charged for the duration of the transportation service, said rate will be set forth in the FT-B Agreement. Company shall file with the Commission the required reports of any adjustment below the Maximum Commodity and Demand Rates for service under this Rate Schedule.

5.3 New Facilities Charge

Company may charge Shipper an amount to recoup some or the entire cost (including income tax effects resulting from such reimbursement) of facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Company shall not use the amounts so collected (as either costs or revenues) in establishing its general system rates. Shipper shall pay the New Facilities Charge by lump sum payment based upon Company's estimated cost prior to any construction activity, unless otherwise mutually agreed.

Company will construct only those facilities to render transportation services hereunder that interconnect with facilities that either cross or are immediately adjacent to Company's existing facilities. Company shall not construct facilities hereunder that will result in the expansion or diminishment of Company's mainline capacity or that compromise the operational integrity of Company's pipeline system. Company will own and operate all facilities constructed.

5.4 Incidental Charges

Company shall charge Shipper an amount to reimburse Company for any filing or similar fees that have not been previously paid by Shipper, that Company incurs in establishing or rendering service. Company shall not use the amounts so collected as either costs or revenues in establishing its general system rates.

5.5 Authorized Overrun Charge

If Shipper, upon receiving the advance approval of Company, should on any day take under this Rate Schedule a quantity of natural gas in excess of Shipper's Transportation Quantity under Shipper's FT-B Agreement, then such excess quantity shall constitute authorized overrun quantities. All Shipper requests for Authorized Overruns must be nominated through the System. If Company has complete and unrestricted control of gas deliveries to Shipper, then Shipper shall be deemed to have received the advanced approval of Company for such excess takes. For all authorized overrun quantities, Shipper shall pay Company the Maximum Daily Demand Rate and the Commodity Rate for this Rate Schedule shown on the effective Summary of Rates and Charges multiplied by the excess quantities delivered to Shipper, unless the parties mutually agree otherwise.

5.6 Imbalance Charge

If Shipper tenders or takes gas at a point not covered by an Operational Balancing Agreement, Company shall charge Shipper any applicable charges provided in Rate Schedules LMS-MA or LMS-PA, as applicable and Subsection 3.9 of the General Terms and Conditions specified in Company's FERC Gas Tariff.

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.7 Out of Eastern Mainline Charge

The applicable charge for utilizing Receipt Point(s) and/or Delivery Point(s) outside of the Eastern Mainline shall be the Rate Schedule IT - Mainline Maximum Rate, unless Company and Shipper mutually agree to another rate, for the portion of the scheduled nomination that is outside of the Eastern Mainline.

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

6. FUEL AND LOSSES

Shipper shall provide daily to Company, at no cost to Company, the Fuel Retention and Loss Quantity for system fuel use and for gas lost and unaccounted for, associated with rendering transportation service pursuant to this Rate Schedule. Since fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, shall be (1 - fuel % / 100) multiplied by receipt quantity (in Dekatherms) = delivery quantity (in Dekatherms). [1.3.16/v1.0] The applicable percentage is shown in the Summary of Rates and Charges in Company's effective Tariff.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Demand Charge

A Demand charge equal to the product of the applicable Demand Rate shown on the effective Summary of Rates and Charges multiplied by the Transportation Quantity specified in the FT-B Agreement.

(b) Commodity Charge

The applicable Commodity Rate set forth on the effective Summary of Rates and Charges multiplied by the quantity of gas delivered in the month; and

(c) If applicable, any other charges pursuant to Sections 5 and 6 of this Rate Schedule.

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

8. FAILURE OF COMPANY

8.1 In the event Company fails to deliver on any day the quantity of gas requested up to the Transportation Quantity that Company is obligated by the FT-B Agreement to deliver to Shipper on such day, then Shipper shall not be relieved from its obligation to make payment of amounts then due or that become due hereunder including, but not limited to, the Demand Charge(s) set forth in this Rate Schedule if such failure is attributable to Shipper's conduct or results from an event that excuses performance under Section 10 of the General Terms and Conditions. Provided that:

(a) in situations in which Company's failure to deliver the Scheduled Quantities results from a force majeure event that excuses performance under Section 10 of the General Terms and Conditions, Shipper will remain liable for all amounts due or that become due under the Rate Schedule during the time of reduced deliveries for a period not to exceed ten days from the occurrence of the force majeure event;

(b) in situations in which Company's failure to deliver the Scheduled Quantities results from repair and maintenance that excuses performance under Section 10 of the General Terms and Conditions, Shipper will remain liable for all amounts due or that become due under this Rate Schedule only to the extent that Company has provided 30 days prior notice of the repair and maintenance to Shipper. If a Shipper does not receive all Scheduled Quantities due to maintenance and repair, then, to the greatest extent possible, such Shipper will be provided an opportunity to re-schedule the quantities at the FT-B commodity rate that Company failed to deliver even if such scheduling would result in a Shipper exceeding its Transportation Quantity on a given day.

8.2 In all other circumstances not referenced in Subsection 8.1 above, including the issuance of an Operational Flow Order, if Company fails to tender for delivery during any one or more days 95 percent of the Scheduled Quantity up to the Transportation Quantity specified in the transportation contract, then the Demand Charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per Dekatherm times the difference between the quantity of natural gas tendered for delivery during said day or days, and 95 percent of the Scheduled Quantity. If Company fails to schedule the full quantity nominated by a Shipper as a result of an Operational Flow Order, then the Demand Charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per Dekatherm times the difference between the quantity nominated by Shipper and the quantity scheduled by Company.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Company with such information as is needed to meet the requirements placed on Company by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Company's General Terms and Conditions specified in Volume I of Company's Tariff, which are incorporated into this Rate Schedule. To the extent any terms and conditions specified in this Rate Schedule are inconsistent with the General Terms and conditions, the General Terms and Conditions shall govern. To the extent any terms and conditions specified in any FT-B Agreement pursuant to this Rate Schedule are inconsistent with any terms and conditions specified in this Rate Schedule, then the terms and conditions of this Rate Schedule shall govern.

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

10. WAIVER

Company may waive any rights hereunder or any obligations of Shipper on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE (Conditional)

1. AVAILABILITY

This Rate Schedule is available for the conditional firm transportation of natural gas by Company for any Shipper on the Mainline.

Mainline shall be defined as the 30-inch diameter pipeline and appurtenant facilities extending from an interconnection between Company and Tennessee Gas Pipeline Company near Portland, Tennessee and extending to a point of interconnection between Company and ANR Pipeline Company located near Joliet, Illinois.

The Transportation Paths for service under this Rate Schedule shall be limited to southbound flows between the receipt point at the existing Panhandle Scotland interconnect (at approximately milepost 231.53), and the delivery point at Portland Tennessee (at approximately milepost 0) (the "Scotland-Portland Segment"), and as may be further specified in Exhibit A of the FT-C Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The service contracted shall be the receipt of natural gas and the delivery of the Equivalent Quantity of natural gas up to the Transportation Quantity for the Transportation Path set forth in Exhibit A of the FT-C Agreement performed under Part 284 of the Commission's Regulations. This service shall be provided to the extent Company determines conditional firm capacity is available on the Mainline to any Shipper in the order in which each Shipper has fulfilled the requirements of Section 3 below.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE (Conditional)
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.2 Company shall provide service under Rate Schedule FT-C transportation by means of a turbine compressor engine located at Company's Paris, Illinois compressor station (together with any replacement engine, the "Paris Turbine") from a receipt point at the existing Panhandle Scotland interconnect point to a delivery point at Portland, Tennessee, including all intermediate points. The Paris Turbine is subject to air emissions restrictions that prevent Company from operating it more than 6090 hours during any rolling twelve (12) month period. FT-C Service is subject to curtailment (an "FT-C Curtailment") when such interruption is due to a shutdown of the Paris Turbine to avoid exceeding this operating limit. Any other interruption or curtailment (including those arising from shutdown of the Paris Turbine for other reasons) of firm service due to force majeure or otherwise would apply to all affected firm service equally and would not be an FT-C Curtailment, as defined above.

2.3 Service shall be allocated and scheduled pursuant to Subsections 3.7, 3.8 and Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. However, service may be curtailed pursuant to an FT-C Curtailment or for any of the reasons set out in Section 10 of the General Terms and Conditions of Company's FERC Gas Tariff or whenever necessary to maintain gas quality or the integrity of Company's system.

2.4 To assist Shippers in tracking the potential for FT-C Curtailment, the Company shall post, on the 15th day of every month, a report on the actual turbine compressor runtime hours of the preceding eleven month(s).

2.5 Company shall not be required to install, operate or maintain any additional facilities in order to provide new transportation service under this Rate Schedule.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE (Conditional)

3. REQUEST FOR SERVICE

3.1 All Shippers requesting conditional firm transportation service under this Rate Schedule must qualify pursuant to Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

3.2 All Shippers requesting conditional firm transportation service hereunder must execute a Firm Gas Transportation Agreement for use under Rate Schedule FT-C (FT-C Agreement) in accordance with the provisions of Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

4. DELIVERIES AND RECEIPTS

4.1 Receipt Points

Subject to the availability of capacity and the requirements of the Transportation Path as set forth in Section 1 of this Rate Schedule, any Receipt Point on the Scotland-Portland Segment, shall be eligible for designation as a Primary Receipt Point for gas transported under this Rate Schedule pursuant to Subsection 15.2 of the General Terms and Conditions of Company's FERC Gas Tariff. Company shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE (Conditional)

4. DELIVERIES AND RECEIPTS (Continued)

4.2 Delivery Points (Continued)

Subject to the availability of capacity and the requirements of the Transportation Path as set forth in Section 1 of this Rate Schedule, any Delivery Point on the Scotland-Portland Segment shall be eligible for designation as a Primary Delivery Point(s) for gas transported under this Rate Schedule pursuant to Subsection 15.2 of the General Terms and Conditions of Company's FERC Gas Tariff. Company shall not be required under any circumstances to deliver gas at any Delivery Point where the total quantity of gas scheduled for delivery on any day is less than that required for the accurate measurement of quantities to be delivered. Nothing in this Section 4 is intended to limit the rights of either the Releasing Shipper or the Replacement Shipper upon the release of firm capacity.

4.3 Gas Quantities at Receipt/Delivery Points

On any given day, quantities transported from the Receipt Point(s) to the Delivery Point(s) may not exceed the Transportation Quantity under the Shipper's FT-C Agreement at any mainline location.

4.4 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the Receipt Points, but the pressure of gas delivered into Company's system shall not exceed Company's maximum allowable operating pressure. Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the Delivery Point(s).

4.5 Uniform Quantities

As nearly as practical, Shipper shall deliver and receive gas in uniform hourly quantities during any day. However, Company shall use its best efforts as operational conditions permit, to allow Shippers to deliver or receive gas in non-uniform hourly quantities during any day.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE (Conditional)

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates and charges for service under this Rate Schedule shall be the sum of the charges described below. By mutual agreement between Company and Shipper, discounts may be limited consistent with the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff.

5.2 Transportation Rates

The applicable rates for service under this Rate Schedule FT-C are the applicable Maximum Demand and Commodity Rates shown on the effective Summary of Rates and Charges; provided however, Company has the right at any time and from time to time to adjust the Maximum Demand and Commodity Rates applicable to any service upon notice to Shipper to any level not less than the Minimum or more than the Maximum Demand and Commodity Rates established for this Rate Schedule and set forth on the effective Summary of Rates and Charges.

In the event Company and Shipper agree to establish a fixed rate to be charged for the duration of the transportation service, said rate will be set forth in the FT-C Agreement. Company shall file with the Commission the required reports of any adjustment below the Maximum Commodity and Demand Rates for service under this Rate Schedule.

5.3 New Facilities Charge

Company may charge Shipper an amount to recoup some or the entire cost (including income tax effects resulting from such reimbursement) of facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Company shall not use the amounts so collected (as either costs or revenues) in establishing its general system rates. Shipper shall pay the New Facilities Charge by lump sum payment based upon Company's estimated cost prior to any construction activity, unless otherwise mutually agreed.

Company will construct only those facilities to render transportation services hereunder that interconnect with facilities that either cross or are immediately adjacent to Company's existing facilities. Company shall not construct facilities hereunder that will result in the expansion or diminishment of Company's mainline capacity or that compromise the operational integrity of Company's pipeline system. Company will own and operate all facilities constructed.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE (Conditional)

5. RATES AND CHARGES (Continued)

5.4 Incidental Charges

Company shall charge Shipper an amount to reimburse Company for any filing or similar fees that have not been previously paid by Shipper, that Company incurs in establishing or rendering service. Company shall not use the amounts so collected as either costs or revenues in establishing its general system rates.

5.5 Authorized Overrun Charge

If Shipper, upon receiving the advance approval of Company, should on any day take under this Rate Schedule a quantity of natural gas in excess of Shipper's Transportation Quantity under Shipper's FT-C Agreement, then such excess quantity shall constitute authorized overrun quantities. All Shipper requests for Authorized Overruns must be nominated through the System. If Company has complete and unrestricted control of gas deliveries to Shipper, then Shipper shall be deemed to have received the advanced approval of Company for such excess takes. For all authorized overrun quantities, Shipper shall pay Company the Maximum Daily Demand Rate and the Commodity Rate for this Rate Schedule shown on the effective Summary of Rates and Charges multiplied by the excess quantities delivered to Shipper and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff, unless the parties mutually agree otherwise.

5.6 Imbalance Charge

If Shipper tenders or takes gas at a point not covered by an Operational Balancing Agreement, Company shall charge Shipper any applicable charges provided in Rate Schedules LMS-MA or LMS-PA, as applicable and Subsection 3.9 of the General Terms and Conditions specified in Company's FERC Gas Tariff.

5.7 Out of Mainline Charge

The applicable charge for utilizing Receipt Point(s) and/or Delivery Point(s) outside of the Mainline shall be the Rate Schedule IT - Eastern Mainline Maximum Rate, unless Company and Shipper mutually agree to another rate, for the portion of the scheduled nomination that is outside of the Mainline.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE (Conditional)

5. RATES AND CHARGES (Continued)

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

6. FUEL AND LOSSES

Shipper shall provide daily to Company, at no cost to Company, the Fuel Retention and Loss Quantity for system fuel use and gas lost and unaccounted for, associated with rendering transportation service pursuant to this Rate Schedule. Since fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, shall be (1 - fuel % / 100) multiplied by receipt quantity (in Dekatherms) = delivery quantity (in Dekatherms). [1.3.16/v1.0] The applicable percentage is shown in the Summary of Rates and Charges in Company's effective Tariff.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Demand Charge

A Demand charge equal to the product of the applicable Demand Rate shown on the effective Summary of Rates and Charges multiplied by the Transportation Quantity specified in the FT-C Agreement.

(b) Commodity Charge

The applicable Commodity Rate set forth on the effective Summary of Rates and Charges multiplied by the quantity of gas delivered in the month; and

(c) If applicable, any other charges pursuant to Sections 5 and 6 of this Rate Schedule.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE (Conditional)

8. FAILURE OF COMPANY

8.1 In the event Company fails to deliver on any day the quantity of gas requested up to the Transportation Quantity that Company is obligated by the FT-C Agreement to deliver to Shipper on such day, then Shipper shall not be relieved from its obligation to make payment of amounts then due or that become due hereunder including, but not limited to, the Demand Charge(s) set forth in this Rate Schedule if such failure is attributable to Shipper's conduct or results from an event that excuses performance under Section 10 of the General Terms and Conditions. Provided that:

(a) in situations in which Company's failure to deliver the Scheduled Quantities results from a force majeure event that excuses performance under Section 10 of the General Terms and Conditions, Shipper will remain liable for all amounts due or that become due under the Rate Schedule during the time of reduced deliveries for a period not to exceed ten days from the occurrence of the force majeure event;

(b) in situations in which Company's failure to deliver the Scheduled Quantities results from repair and maintenance that excuses performance under Section 10 of the General Terms and Conditions, Shipper will remain liable for all amounts due or that become due under this Rate Schedule only to the extent that Company has provided 30 days prior notice of the repair and maintenance to Shipper. If a Shipper does not receive all Scheduled Quantities due to maintenance and repair, then, to the greatest extent possible, such Shipper will be provided an opportunity to re-schedule the quantities at the FT-C commodity rate that Company failed to deliver even if such scheduling would result in a Shipper exceeding its Transportation Quantity on a given day;

(c) in situations in which Company experiences an FT-C Curtailment and, as a result, fails to tender for delivery during any one or more days 95 percent of the Scheduled Quantity up to the Transportation Quantity specified in the transportation contract, Shipper will receive a pro-rata credit against its Demand Charges, as set forth in Section 8.2.

8.2 In the event of an FT-C Curtailment and in all other circumstances not referenced in Subsection 8.1 above, including the issuance of an Operational Flow Order, if Company fails to tender for delivery during any one or more days 95 percent of the Scheduled Quantity up to the Transportation Quantity specified in the transportation contract, then the Demand Charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per Dekatherm times the difference between the quantity of natural gas tendered for delivery during said day or days, and 95 percent of the Scheduled Quantity. If Company fails to schedule the full quantity nominated by a Shipper as a result of an Operational Flow Order, then the Demand Charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per Dekatherm times the difference between the quantity nominated by Shipper and the quantity scheduled by Company.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE (Conditional)

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Company with such information as is needed to meet the requirements placed on Company by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Company's General Terms and Conditions specified in Volume I of Company's Tariff, which are incorporated into this Rate Schedule. To the extent any terms and conditions specified in this Rate Schedule are inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. To the extent any terms and conditions specified in any FT-C Agreement pursuant to this Rate Schedule are inconsistent with any terms and conditions specified in this Rate Schedule, then the terms and conditions of this Rate Schedule shall govern.

10. WAIVER

Company may waive any rights hereunder or any obligations of Shipper on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE (Conditional)

1. AVAILABILITY

This Rate Schedule is available for the conditional firm transportation of natural gas by Company for any Shipper on the Mainline.

Mainline shall be defined as the 30-inch diameter pipeline and appurtenant facilities extending from an interconnection between Company and Tennessee Gas Pipeline Company near Portland, Tennessee and extending to a point of interconnection between Company and ANR Pipeline Company located near Joliet, Illinois.

The Transportation Paths for service under this Rate Schedule shall be limited to southbound flows only, and as may be further specified in Exhibit A of the FT-D Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The service contracted shall be the receipt of natural gas and the delivery of the Equivalent Quantity of natural gas up to the Transportation Quantity for the Transportation Path set forth in Exhibit A of the FT-D Agreement performed under Part 284 of the Commission's Regulations. This service shall be provided to the extent Company determines conditional firm capacity is available on the Mainline to any Shipper in the order in which each Shipper has fulfilled the requirements of Section 3 below.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE (Conditional)
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.2 Company shall provide southbound service under Rate Schedule FT-D transportation by means of a turbine compressor engine located at Company's Paris, Illinois compressor station (together with any replacement engine, the "Paris Turbine"). The Paris Turbine is subject to air emissions restrictions that prevent Company from operating it more than 6,090 hours during any rolling twelve (12) month period. FT-D Service is subject to curtailment (an "FT-D Curtailment") when such interruption is due to a shutdown of the Paris Turbine to avoid exceeding this operating limit. Any other interruption or curtailment (including those arising from shutdown of the Paris Turbine for other reasons) of firm service due to force majeure or otherwise would apply to all affected firm service equally and would not be an FT-D Curtailment, as defined above.

2.3 Service shall be allocated and scheduled pursuant to Subsections 3.7, 3.8 and Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. However, service may be curtailed pursuant to an FT-D Curtailment or for any of the reasons set out in Section 10 of the General Terms and Conditions of Company's FERC Gas Tariff or whenever necessary to maintain gas quality or the integrity of Company's system.

2.4 To assist Shippers in tracking the potential for FT-D Curtailment, the Company shall post, on the 15th day of every month, a report on the actual turbine compressor runtime hours of the preceding eleven month(s).

2.5 Company shall not be required to install, operate or maintain any additional facilities in order to provide new transportation service under this Rate Schedule.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE (Conditional)

3. REQUEST FOR SERVICE

3.1 All Shippers requesting conditional firm transportation service under this Rate Schedule must qualify pursuant to Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

3.2 All Shippers requesting conditional firm transportation service hereunder must execute a Firm Gas Transportation Agreement for use under Rate Schedule FT-D (FT-D Agreement) in accordance with the provisions of Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

4. DELIVERIES AND RECEIPTS

4.1 Receipt Points

Subject to the availability of capacity and the requirements of the Transportation Path as set forth in Section 1 of this Rate Schedule, any Receipt Point on the Mainline, shall be eligible for designation as a Primary Receipt Point for gas transported under this Rate Schedule pursuant to Subsection 15.2 of the General Terms and Conditions of Company's FERC Gas Tariff. Company shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE (Conditional)

4. DELIVERIES AND RECEIPTS (Continued)

4.2 Delivery Points

Subject to the availability of capacity and the requirements of the Transportation Path as set forth in Section 1 of this Rate Schedule, any Delivery Point on the Mainline shall be eligible for designation as a Primary Delivery Point(s) for gas transported under this Rate Schedule pursuant to Subsection 15.2 of the General Terms and Conditions of Company's FERC Gas Tariff. Company shall not be required under any circumstances to deliver gas at any Delivery Point where the total quantity of gas scheduled for delivery on any day is less than that required for the accurate measurement of quantities to be delivered. Nothing in this Section 4 is intended to limit the rights of either the Releasing Shipper or the Replacement Shipper upon the release of firm capacity.

4.3 Gas Quantities at Receipt/Delivery Points

On any given day, quantities transported from the Receipt Point(s) to the Delivery Point(s) may not exceed the Transportation Quantity under the Shipper's FT-D Agreement at any Mainline location.

4.4 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the Receipt Points, but the pressure of gas delivered into Company's system shall not exceed Company's maximum allowable operating pressure. Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the Delivery Point(s).

4.5 Uniform Quantities

As nearly as practical, Shipper shall deliver and receive gas in uniform hourly quantities during any day. However, Company shall use its best efforts as operational conditions permit, to allow Shippers to deliver or receive gas in non-uniform hourly quantities during any day.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE (Conditional)

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates and charges for service under this Rate Schedule shall be the sum of the charges described below. By mutual agreement between Company and Shipper, discounts may be limited consistent with the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff.

5.2 Transportation Rates

The applicable rates for service under this Rate Schedule FT-D are the applicable Maximum Demand and Commodity Rates shown on the effective Summary of Rates and Charges; provided however, Company has the right at any time and from time to time to adjust the Maximum Demand and Commodity Rates applicable to any service upon notice to Shipper to any level not less than the Minimum or more than the Maximum Demand and Commodity Rates established for this Rate Schedule and set forth on the effective Summary of Rates and Charges.

In the event Company and Shipper agree to establish a fixed rate to be charged for the duration of the transportation service, said rate will be set forth in the FT-D Agreement. Company shall file with the Commission the required reports of any adjustment below the Maximum Commodity and Demand Rates for service under this Rate Schedule.

5.3 New Facilities Charge

Company may charge Shipper an amount to recoup some or the entire cost (including income tax effects resulting from such reimbursement) of facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Company shall not use the amounts so collected (as either costs or revenues) in establishing its general system rates. Shipper shall pay the New Facilities Charge by lump sum payment based upon Company's estimated cost prior to any construction activity, unless otherwise mutually agreed.

Company will construct only those facilities to render transportation services hereunder that interconnect with facilities that either cross or are immediately adjacent to Company's existing facilities. Company shall not construct facilities hereunder that will result in the expansion or diminishment of Company's mainline capacity or that compromise the operational integrity of Company's pipeline system. Company will own and operate all facilities constructed.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE (Conditional)

5. RATES AND CHARGES (Continued)

5.4 Incidental Charges

Company shall charge Shipper an amount to reimburse Company for any filing or similar fees that have not been previously paid by Shipper, that Company incurs in establishing or rendering service. Company shall not use the amounts so collected as either costs or revenues in establishing its general system rates.

5.5 Authorized Overrun Charge

If Shipper, upon receiving the advance approval of Company, should on any day take under this Rate Schedule a quantity of natural gas in excess of Shipper's Transportation Quantity under Shipper's FT-D Agreement, then such excess quantity shall constitute authorized overrun quantities. All Shipper requests for Authorized Overruns must be nominated through the System. If Company has complete and unrestricted control of gas deliveries to Shipper, then Shipper shall be deemed to have received the advanced approval of Company for such excess takes. For all authorized overrun quantities, Shipper shall pay Company the Maximum Daily Demand Rate and the Commodity Rate for this Rate Schedule shown on the effective Summary of Rates and Charges multiplied by the excess quantities delivered to Shipper and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff, unless the parties mutually agree otherwise.

5.6 Imbalance Charge

If Shipper tenders or takes gas at a point not covered by an Operational Balancing Agreement, Company shall charge Shipper any applicable charges provided in Rate Schedules LMS-MA or LMS-PA, as applicable and Subsection 3.9 of the General Terms and Conditions specified in Company's FERC Gas Tariff.

5.7 Out of Mainline Charge

The applicable charge for utilizing Receipt Point(s) and/or Delivery Point(s) outside of the Mainline shall be the Rate Schedule IT - Eastern Mainline Maximum Rate, unless Company and Shipper mutually agree to another rate, for the portion of the scheduled nomination that is outside of the Mainline.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE (Conditional)

5. RATES AND CHARGES (Continued)

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

6. FUEL AND LOSSES

Shipper shall provide daily to Company, at no cost to Company, the Fuel Retention and Loss Quantity for system fuel use and gas lost and unaccounted for, associated with rendering transportation service pursuant to this Rate Schedule. Since fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, shall be (1 - fuel % / 100) multiplied by receipt quantity (in Dekatherms) = delivery quantity (in Dekatherms). [1.3.16/v1.0] The applicable percentage is shown in the Summary of Rates and Charges in Company's effective Tariff.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Demand Charge

A Demand charge equal to the product of the applicable Demand Rate shown on the effective Summary of Rates and Charges multiplied by the Transportation Quantity specified in the FT-D Agreement.

(b) Commodity Charge

The applicable Commodity Rate set forth on the effective Summary of Rates and Charges multiplied by the quantity of gas delivered in the month; and

(c) If applicable, any other charges pursuant to Sections 5 and 6 of this Rate Schedule.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE (Conditional)

8. FAILURE OF COMPANY

8.1 In the event Company fails to deliver on any day the quantity of gas requested up to the Transportation Quantity that Company is obligated by the FT-D Agreement to deliver to Shipper on such day, then Shipper shall not be relieved from its obligation to make payment of amounts then due or that become due hereunder including, but not limited to, the Demand Charge(s) set forth in this Rate Schedule if such failure is attributable to Shipper's conduct or results from an event that excuses performance under Section 10 of the General Terms and Conditions. Provided that:

(a) in situations in which Company's failure to deliver the Scheduled Quantities results from a force majeure event that excuses performance under Section 10 of the General Terms and Conditions, Shipper will remain liable for all amounts due or that become due under the Rate Schedule during the time of reduced deliveries for a period not to exceed ten days from the occurrence of the force majeure event;

(b) in situations in which Company's failure to deliver the Scheduled Quantities results from repair and maintenance that excuses performance under Section 10 of the General Terms and Conditions, Shipper will remain liable for all amounts due or that become due under this Rate Schedule only to the extent that Company has provided 30 days prior notice of the repair and maintenance to Shipper. If a Shipper does not receive all Scheduled Quantities due to maintenance and repair, then, to the greatest extent possible, such Shipper will be provided an opportunity to re-schedule the quantities at the FT-D commodity rate that Company failed to deliver even if such scheduling would result in a Shipper exceeding its Transportation Quantity on a given day;

(c) in situations in which Company experiences an FT-D Curtailment and, as a result, fails to tender for delivery during any one or more days 95 percent of the Scheduled Quantity up to the Transportation Quantity specified in the transportation contract, Shipper will receive a pro-rata credit against its Demand Charges, as set forth in Section 8.2.

8.2 In the event of an FT-D Curtailment and in all other circumstances not referenced in Subsection 8.1 above, including the issuance of an Operational Flow Order, if Company fails to tender for delivery during any one or more days 95 percent of the Scheduled Quantity up to the Transportation Quantity specified in the transportation contract, then the Demand Charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per Dekatherm times the difference between the quantity of natural gas tendered for delivery during said day or days, and 95 percent of the Scheduled Quantity. If Company fails to schedule the full quantity nominated by a Shipper as a result of an Operational Flow Order, then the Demand Charge as otherwise computed hereunder shall be reduced by an amount equal to the applicable Daily Demand Rate per Dekatherm times the difference between the quantity nominated by Shipper and the quantity scheduled by Company.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE (Conditional)

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Company with such information as is needed to meet the requirements placed on Company by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Company's General Terms and Conditions specified in Volume I of Company's Tariff, which are incorporated into this Rate Schedule. To the extent any terms and conditions specified in this Rate Schedule are inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. To the extent any terms and conditions specified in any FT-D Agreement pursuant to this Rate Schedule are inconsistent with any terms and conditions specified in this Rate Schedule, then the terms and conditions of this Rate Schedule shall govern.

10. WAIVER

Company may waive any rights hereunder or any obligations of Shipper on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

RATE SCHEDULE FT-GS
FIRM TRANSPORTATION SERVICE
SMALL SHIPPERS

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Midwestern Gas Transmission Company (Company) for any Shipper:

(a) that was a sales customer under former Rate Schedule SR-1 or SR-T on May 18, 1992 and converted such sales service under former Rate Schedules SR-1 or SR-T to firm transportation service (Eligible Shipper) in connection with restructuring pursuant to Order No. 636 of the FERC; and

(b) that requests a Transportation Quantity equal to or less than 5,233 Dekatherms per day; and

(c) that completes a valid request for service and executes a Firm Gas Transportation Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder will be firm, except as provided herein and in the General Terms and Conditions.

2.2 A Shipper executing a service agreement under this Rate Schedule shall have a Transportation Quantity equal to the Maximum Daily Obligation contained in the Shipper's former service agreement under Rate Schedule SR-1 or SR-T, as adjusted for any permanent assignment of capacity.

2.3 A Shipper executing a service agreement under this Rate Schedule has the right to make an election to convert its service in its entirety to firm transportation service under Rate Schedule FT-A by providing written notice of such election on or before June 1 of any year. Such conversion shall be effective as of the following November 1.

2.4 A Shipper executing a service agreement under this Rate Schedule shall not be entitled to receive for its account gas transported under Rate Schedules FT-A or IT or any transportation capacity released pursuant to Company's capacity release mechanism as specified in Section 21 of the General Terms and Conditions of Company's FERC Gas Tariff unless the Shipper is receiving a quantity of gas under Rate Schedule FT-GS equal to its Transportation Quantity. However, if there is a separate meter for an end-user behind an FT-GS Shipper, IT or FT-A gas quantities may be delivered to the end-user pursuant to an IT or FT-A Agreement between Company and the end-user.

2.5 Company shall not be required to install, operate or maintain any additional facilities in order to provide new transportation service under this Rate Schedule.

3. QUALIFICATIONS FOR SERVICE

3.1 All Shippers requesting firm transportation service under this Rate Schedule must qualify pursuant to Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

RATE SCHEDULE FT-GS
FIRM TRANSPORTATION SERVICE
SMALL SHIPPERS

3. QUALIFICATIONS FOR SERVICE (Continued)

3.2 All Shippers requesting firm transportation service hereunder must execute a Firm Gas Transportation Agreement for use pursuant to Rate Schedule FT-GS (FT-GS Agreement) in accordance with the provisions of Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

4. DELIVERIES AND RECEIPTS

4.1 Receipt Points

Subject to the availability of capacity, any Receipt Point on Company's system shall be eligible to be designated as a Primary Receipt Point in Shipper's FT-GS Agreement. If the capacity at such Receipt Point is insufficient to serve all Shippers requesting the point, receipt quantities for that point shall be allocated in accordance with Subsection(s) 3.7, 3.8 and Section 15 of the General Terms and Conditions. Company shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.

4.2 Delivery Points

Shipper's Delivery Points shall be the interconnection(s) of Company's system and Shipper's system, or the Delivery Point(s) specified in Shipper's former SR-1 or SR-T Agreement.

4.3 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the Receipt Points, but the pressure of gas delivered into Company's system shall not exceed Company's maximum allowable operating pressure. Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the Delivery Point(s).

4.4 Uniform Quantities

As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during the day. However, Company may, on a best efforts basis and if operational conditions permit, allow Shippers to deliver or receive gas in non-uniform hourly quantities during any day.

RATE SCHEDULE FT-GS
FIRM TRANSPORTATION SERVICE
SMALL SHIPPERS

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates and charges for service under this Rate Schedule shall be the Transportation Rates, and any New Facilities Charge, Incidental Charges, Authorized Overrun Charges and Imbalance Charges, if applicable, all as specified in Subsections 5.2, 5.3, 5.4, 5.5, and 5.6 of this Rate Schedule. By mutual agreement between Company and Shipper, discounts may be limited consistent with the provisions of Section 27 of the General Terms and Conditions.

5.2 Transportation Rates

The applicable rates for service under Rate Schedule FT-GS are rates shown on the effective Summary of Rates and Charges; provided, however, Company has the right at any time and from time to time to adjust the rates applicable to any service upon notice to Shipper to any level not less than the minimum nor more than the maximum rates established for this Rate Schedule and set forth on the effective Summary of Rates and Charges.

In the event Company and Shipper agree to establish a fixed rate to be charged for the duration of the transportation service, said rate will be set forth in the applicable FT-GS Agreement. Company shall file with the Commission the required reports of any adjustment below the maximum rates for service under this Rate Schedule.

5.3 New Facilities Charge

In addition to the charges pursuant to Subsection 5.2 of this Rate Schedule, Company may charge Shipper an amount to recoup some or the entire cost (including income tax effects resulting from such reimbursement) of facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Company shall not use the amounts so collected (as either costs or revenues) in establishing its general system rates. Shipper shall pay the New Facilities Charge by lump sum payment based upon Company's estimated cost prior to any construction activity, unless otherwise mutually agreed.

Company will construct only those facilities to render transportation services hereunder that interconnect with facilities that either cross or are immediately adjacent to Company's existing facilities; provided, however, Company shall not construct facilities hereunder that will result in the expansion or diminishment of Company's mainline capacity or that compromise the operational integrity of Company's pipeline system. Company will own and operate all facilities constructed.

RATE SCHEDULE FT-GS
FIRM TRANSPORTATION SERVICE
SMALL SHIPPERS

5. RATES AND CHARGES (Continued)

5.4 Incidental Charges

In addition to the charges pursuant to Subsections 5.2 and 5.3 of this Rate Schedule, Company shall charge Shipper an amount to reimburse Company for any filing or similar fees that have not been previously paid by Shipper that Company incurs in establishing or rendering service. Company shall not use the amounts so collected (as either costs or revenues) in establishing its general system rates.

5.5 Authorized Overrun Charge

If Shipper, upon receiving the advance approval of Company, should on any day take under this Rate Schedule a quantity of natural gas in excess of Shipper's Transportation Quantity, then such excess quantity shall constitute authorized overrun quantities. All Shipper requests for Authorized Overruns must be nominated through the System. If Company has complete and unrestricted control of gas deliveries to Shipper, then Shipper shall be deemed to have received the advance approval of Company. For all Authorized Overrun gas quantities, the Shipper shall pay Company the applicable Maximum Commodity Rate per Dekatherm under this Rate Schedule, unless the parties mutually agree otherwise.

5.6 Imbalance Charge

In addition to the charges in Subsections 5.2, 5.3, 5.4 and 5.5, if Shipper tenders or takes gas at a point not covered by an Operational Balancing Agreement, then, Company shall charge Shipper any applicable charges provided in Rate Schedules LMS-MA or LMS-PA, as applicable and Subsection 3.9 of the General Terms and Conditions specified in Volume I of Company's Tariff.

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

RATE SCHEDULE FT-GS
FIRM TRANSPORTATION SERVICE
SMALL SHIPPERS

6. FUEL AND LOSSES

Shipper shall provide to Company, at no cost to Company, the quantity of gas required for system fuel use and gas lost and unaccounted for associated with rendering transportation service pursuant to this Rate Schedule. Since fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, shall be (1 - fuel % / 100) multiplied by receipt quantity (in Dekatherms) = delivery quantity (in Dekatherms). [1.3.16/v1.0] The applicable percentage is shown in the Summary of Rates and Charges in Company's effective Tariff.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Commodity Charge: The applicable Commodity Rate set forth on the effective Summary of Rates and Charges multiplied by the quantity of gas delivered in the month; and

(b) If applicable, any other charges pursuant to Sections 5 and 6 of this Rate Schedule.

8. GENERAL TERMS AND CONDITIONS

Shipper shall provide Company with such information as is needed to meet the requirements placed on Company by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Company's General Terms and Conditions specified in Volume 1 of Company's Tariff, which are incorporated into this Rate Schedule. To the extent any terms and conditions specified in this Rate Schedule are inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. To the extent any terms and conditions specified in any FT-GS Agreement pursuant to this Rate Schedule are inconsistent with any terms and conditions specified in this Rate Schedule, then the terms and conditions of this Rate Schedule shall govern.

9. WAIVER

Company may waive any rights hereunder or any obligations of Shipper on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

Sheet Nos. 65 - 69 Sheet Nos. 65 - 69 : Effective

Sheet Nos. 65-69 are being reserved for future use.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on the Mainline and Eastern Mainline on an interruptible basis by Midwestern Gas Transmission Company (Company) to any Shipper:

(a) that makes a valid request pursuant to Section 3 hereof and executes an Interruptible Transportation Agreement (IT Agreement); and

(b) to the extent that capacity is available on Company's system from time to time for the delivery of gas to Company and the redelivery by Company for the account of Shipper.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The service rendered hereunder shall be the receipt of natural gas and the delivery of the Equivalent Quantity of natural gas up to the maximum interruptible quantity set out in the IT Agreement, subject to the availability of capacity sufficient to provide the service without detriment or disadvantage to Company's firm transportation Shippers. Service hereunder is fully interruptible to the extent necessary to provide firm transportation service.

2.2 Interruption of service includes decreasing, suspending, or discontinuing either the receipt or delivery of gas. Interruption and the allocation of available interruptible capacity shall be in accordance with Subsection(s) 3.7 and 3.8 of the General Terms and Conditions. Company may also interrupt service to any Shipper whenever necessary to maintain gas quality or the integrity of Company's system.

2.3 Company shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.

3. QUALIFICATION FOR SERVICE

3.1 All Shippers requesting interruptible transportation service must qualify pursuant to Section 25 of the General Terms and Conditions of Company's Tariff.

3.2 All Shippers requesting interruptible transportation service must execute an IT Agreement in accordance with the provisions of Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

4. DELIVERIES AND RECEIPTS

4.1 Receipt Points

All Receipt Points on Company's system shall be available for gas transported under this Rate Schedule. Company shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas scheduled for receipt on any day is less than that required for the accurate measurement of quantities to be received.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

4. DELIVERIES AND RECEIPTS (Continued)

4.2 Delivery Points

All Delivery Points on Company's system shall be available for gas transported under this Rate Schedule. Company shall not be required under any circumstances to deliver gas at any Delivery Point where the total quantity of gas scheduled for delivery on any day is less than that required for the accurate measurement of quantities to be delivered.

4.3 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the Receipt Points, but the pressure of gas delivered into Company's system shall not exceed Company's maximum allowable operating pressure. Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the Delivery Point(s).

4.4 Uniform Quantities

As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day.

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates and charges for service under this Rate Schedule shall be the Transportation Rate, and any New Facilities Charge, Incidental Charges, and Authorized Overrun Charges, and Imbalance Charges if applicable, all as specified in Subsections 5.2, 5.3, 5.4, and 5.5 of this Rate Schedule.

5.2 Transportation Rate

The Transportation Rate is the maximum rate per Dekatherm as shown on the effective Summary of Rates and Charges, unless otherwise mutually agreed and specified in the IT Agreement. By mutual agreement between Company and Shipper, discounts may be limited consistent with the provisions of Section 27 of the General Terms and Conditions.

5.3 New Facilities Charge

In addition to the charges pursuant to Subsection 5.2 of this Rate Schedule, Company may charge Shipper an amount to recoup some or the entire cost (and income tax effects resulting from such reimbursement) of facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Company shall not use the amounts so collected (as either revenues or costs) in establishing its general system rates. Shipper shall pay the New Facilities Charge by lump sum payment based upon Company's estimated cost prior to any construction activity, unless otherwise mutually agreed.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.3 New Facilities Charge (Continued)

Company will construct only those facilities to render transportation services hereunder that interconnect with facilities that either cross or are immediately adjacent to Company's existing facilities; provided, however, Company shall not construct facilities hereunder that will result in the expansion or diminishment of Company's mainline capacity or that compromise the operational integrity of Company's pipeline system. Company will own and operate all facilities constructed.

5.4 Incidental Charges

In addition to the charges pursuant to Subsections 5.2 and 5.3 of this Rate Schedule, Company shall charge Shipper an amount to reimburse Company 100 percent for any filing or similar fees, that have not been previously paid by Shipper, that Company incurs in establishing or rendering service. Company shall not use the amounts so collected (as either revenues or costs) in establishing its general system rates.

5.5 Imbalance Charge

In addition to the charges in Subsections 5.2, 5.3, and 5.4, if Shipper takes receipts or deliveries at a point not covered by an Operational Balancing Agreement, then, Company shall charge Shipper any applicable charges as provided in Rate Schedules LMS-MA or LMS-PA, as applicable and Subsection 3.9 of the General Terms and Conditions specified in Volume I of Company's Tariff.

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

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

6. FUEL AND LOSSES

Shipper shall provide daily to Company, at no cost to Company, the quantity of gas required for system fuel and uses and for gas lost and unaccounted for, associated with rendering transportation service pursuant to this Rate Schedule. Since fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, shall be (1 - fuel % / 100) multiplied by receipt quantity (in Dekatherms) = delivery quantity (in Dekatherms). [1.3.16/v1.0] The applicable percentage is shown in the Summary of Rates and Charges in Company's effective Tariff unless Shipper and Company have mutually agreed to a percentage that is stated in the applicable Interruptible Gas Transportation Agreement.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to (i) the Transportation Rate multiplied by the Dekatherms of natural gas delivered for Shipper and (ii) if applicable, any charges pursuant to Sections 5 or 6 above.

8. GENERAL TERMS AND CONDITIONS

Shipper shall provide Company with such information as is needed to meet the requirements placed on Company by valid regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Company's General Terms and Conditions specified in Volume I of Company's Tariff, which are incorporated into this Rate Schedule. To the extent any terms and conditions specified in this Rate Schedule are inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. To the extent any terms and conditions specified in any IT Agreement pursuant to this Rate Schedule are inconsistent with any terms and conditions specified in this Rate Schedule, then the terms and conditions of this Rate Schedule shall govern.

9. WAIVER

Company may waive any rights hereunder or any obligations of Shipper on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

Sheet Nos. 74-89 are being reserved for future use.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

1. AVAILABILITY

1.1 Availability of Service

This Rate Schedule is available to any Person (hereinafter referred to as "Buyer") who requests interruptible Park and Loan Service (PAL) from Company and has executed a PAL Agreement under this Rate Schedule. Company shall provide PAL Service on a non-discriminatory basis: (1) subject to Company's flexibility to provide such service and (2) at the sole discretion of Company.

1.2 Limits on Service

1.2.1 Existing Facilities

Company shall not be required to provide service under this Rate Schedule that would require Company to construct or acquire any new facilities.

1.2.2 Existing Services

Company shall not be required to provide service under this Rate Schedule if such service would prevent Company from providing any other firm or interruptible transportation service.

1.2.3 Creditworthiness

Company shall not be required to execute a PAL Agreement under this Rate Schedule prior to determining the creditworthiness of Buyer. Furthermore, Company shall not be required to perform service under this Rate Schedule on behalf of any Buyer who fails to demonstrate creditworthiness according to Section 25 of the General Terms and Conditions.

1.3 Use of Third Party Storage Services

Company may contract for storage services offered by third party service providers for use in providing PAL service.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability of Service

This Rate Schedule shall apply to all parking and lending services offered by Company for Buyer.

2.2 Character of Service

Service under this Rate Schedule shall be provided for Parking and/or Lending service(s).

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Character of Service (Continued)

2.2.1 Parking Service is an interruptible service that provides for:

(a) The receipt by Company of gas quantities that have been delivered by Buyer at a Parking Point(s);

(b) Company holding the parked gas quantities; and

(c) The subsequent return of parked gas quantities to the Buyer at such Parking Point(s), or a mutually agreeable alternative Parking Point(s), subject to Subsections 2.3.3 and 4.2 of this Rate Schedule.

2.2.2 Lending Service is an interruptible service that provides for:

(a) The receipt of gas quantities by Buyer from Company at a Lending Point(s),

(b) The subsequent return of the loaned gas quantities to the Company at such Lending Point(s), or a mutually agreeable alternative Lending Point(s), subject to Subsection 2.3.3 and 4.2 of this Rate Schedule.

Company shall attempt to park and/or lend a quantity of gas to Buyer up to the Maximum PAL Quantity stated in Dekatherms as specified in the effective PAL Agreement.

2.3 Park and Loan (PAL) Service Options

2.3.1 Buyer Nominated Parking/Lending (NPL)

Buyer Nominated Parking/Lending (NPL) is a service option that allows a Buyer to nominate and link supplemental PAL service to nominated transportation service on Company's system in each of the supported nomination and scheduling cycles.

2.3.2 Buyer Requested Term Parking/Lending (RPL)

Buyer Requested Term Parking/Lending (RPL) is a service option that allows a Buyer to request parking and/or lending service from Company for a mutually agreed upon term.

Requests for RPL service shall be considered if Buyer has completed and submitted a proposed Exhibit A of an effective PAL Agreement reflecting the selection of RPL service for a specific time period.

If Company accepts Buyer's request for RPL service, Company shall execute Buyer's proposed Exhibit A to its effective PAL Agreement.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 Park and Loan (PAL) Service Options (Continued)

2.3.3 Company Offered Parking/Lending (OPL)

Company Offered Parking/Lending (OPL) is a service option that allows Company to offer parking and/or lending service to potential Buyers for a mutually agreed upon term.

Company shall post all OPL offers, detailing the specific terms and conditions of each OPL offer, as well as provide electronic notification of such offers.

Bids for OPL service shall be considered only if Company has received from Buyer a proposal for service under this Rate Schedule.

For the purposes of determining the Best Bid(s) for a posted Company Offered Parking/Lending Service, Company will award service on basis of highest rate bid. In the event there is more than one Best Bid, Company will allocate service on a pro-rata basis.

Company shall execute the proposed Exhibit A to a PAL Agreement(s) for the winning bid(s).

In the event that the Receipt and Delivery Points differ under a specific OPL transaction, then a separately stated amount for transportation shall be included in the bid. Such transportation amount shall not be priced at less than the Minimum Commodity Rate pursuant to Rate Schedule IT on a Dekatherm basis.

2.3.4 Buyer Authorized Automatic Parking/Lending (APL)

Buyer Authorized Automatic Parking/Lending (APL) is a service option that allows a Buyer to pre-authorize Company to nominate, on the Buyer's behalf, parking and/or lending service within a supported nomination cycle in attempt to minimize the Buyer's Stranded Allocated Capacity in such cycle.

To initiate or terminate APL on a prospective basis, a Buyer must complete and submit to Company a proposed Exhibit A to its effective PAL Agreement.

Buyer retains the right to prospectively adjust scheduled parking and/or lending activity nominated via APL in subsequent nomination cycles.

2.3.5 For all options listed in Subsections 2.3.1 through 2.3.4 above, service under this Rate Schedule shall be subject to confirmation by Company prior to being scheduled.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.4 Term of Service

Service under this Rate Schedule shall be provided for a minimum of one (1) day and a maximum term set forth in the effective PAL Agreement between Buyer and Company.

In the event parked quantities remain in Company's system and/or loaned quantities have not been returned to Company's system by the expiration of a PAL Agreement, Company and Buyer may mutually agree to an extended time frame and/or modified terms, including the rate, of such PAL Agreement, to permit Buyer to return such quantities to Company or to permit Company to return such quantities to Buyer.

2.5 Nominations for Service

Buyer shall nominate PAL Services under this Rate Schedule in accordance with the nomination deadlines set forth in Section 3 of the General Terms and Conditions, except as provided for service under Subsection 2.3.4 herein.

2.6 Confirmation and Scheduling of Service

Service under this Rate Schedule shall be confirmed and scheduled, after all other services offered by Company are scheduled and confirmed, on the basis of the Buyer paying the highest rate 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 Company cannot be bumped by new requests for parking and/or lending service.

3. RATE AND PAYMENT

3.1 Maximum and Minimum Rates

The daily Maximum and Minimum Rates for service under this Rate Schedule are listed on the Summary of Rates and Charges of Company's FERC Gas Tariff.

Buyer shall pay the daily Maximum Rate for service under this Rate Schedule unless a lower daily rate has been requested by Buyer and approved by Company. Company is not obligated to accept a rate for services rendered hereunder at less than the Maximum Rate.

The charge to be invoiced monthly pursuant to Section 5 of the General Terms and Conditions for service under this Rate Schedule shall be the applicable daily PAL rate multiplied by the quantity of gas parked or loaned, for each separate transaction of Buyer, multiplied by the number of days within such month that the quantity of gas is parked or loaned.

3.2 Discounted Rates

Company may from time to time, at its sole discretion, permit Buyers under this Rate Schedule to request a daily PAL rate that is lower than the Maximum Rate set forth in the Summary of Rates and Charges of Company's FERC Gas Tariff. However, such discounted rate shall not be less than the Minimum Rate.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

3. RATE AND PAYMENT (Continued)

3.3 Negotiated Rates

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

4. RATE SCHEDULE PAL POINTS OF SERVICE

4.1 Listing of Available Parking and Lending Points

Company shall post the name and location of all Parking Points and Lending Points of service.

A Parking Point and Lending Point shall be associated with an existing physical point of service on Company's system.

4.2 Addition or Deletion of Points of Service

Company shall post from time to time additions or deletions to the list of available points of service. If Company terminates a point of service where parked quantities are to be returned to Buyer or loaned quantities are to be returned to Company, such point(s) of service shall remain available for the limited purpose of completing such outstanding transactions unless Buyer and Company mutually agree to utilize a different Parking Point or Lending Point.

4.3 Use of DRN Numbers

In order to facilitate PAL service under this Rate Schedule, Parking Points and Lending Points shall be assigned nominatable DRN numbers. Such DRN numbers shall be posted.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

5. NOTIFICATIONS, ALLOCATIONS AND CURTAILMENT

5.1 For purposes of restricting PAL services, Company will give priority to PAL Agreements with the highest rate commitment to Company. For purposes of calculating the daily rate commitment, Buyers willing to pay more than the Maximum Rate listed on the Summary of Rates and Charges of this FERC Gas Tariff will be considered to be paying the Maximum Rate. Service will be allocated or curtailed on a pro rata basis among Buyers willing to make the same daily rate commitment to Company for PAL services.

5.2 Buyer may be required, upon notification from Company, to suspend or reduce deliveries for the agreed upon Park Service, or receipts for the agreed upon Loan service. Further, Buyer may be required, upon notification from Company, to remove quantities of gas previously provided to Company under the Park service, or return quantities of gas previously loaned to Buyer under the Loan service. Such notification shall be by telephone, and also by either Company's Information Postings web site, e-mail, or facsimile.

5.3 Should Company notify Buyer to remove or return quantities of gas pursuant to Subsection 5.2, Company's notification shall specify the time frame within which Park service quantities shall be removed, and/or Loan service quantities shall be returned. Such notifications shall be consistent with Company's operating conditions, but in no event shall the specified time frame be less than three (3) business days from the date of Company's notification unless Company and Buyer mutually agree to a different time frame. The obligation of Buyer to comply with the issued notification shall be monitored until such time as Company is able to recommence the Park and/or Loan services.

5.4 In the event Buyer makes a timely nomination in response to a notification by Company pursuant to Subsection 5.2, the obligation of Buyer to comply with that notification shall be suspended until such time as Company's operational conditions allow Company to schedule the nomination.

6. FAILURE BY BUYER TO RESPOND

6.1 Park Service

(a) In the event any of the following occurs, parked quantities shall become the property of Company at no cost to Company, free and clear of any adverse claims:

(i) Company's prevailing operations require Company to notify Buyer that receipts of parked quantities must be suspended or be reduced, and Buyer fails to comply with such notification; and/or

(ii) Company's prevailing operations require Company to notify Buyer that all or part of Buyer's parked quantities must be removed, and Buyer fails to comply within the specified time frame; and/or

(iii) Subject to Subsection 2.4 herein, the PAL account reflects a balance at the termination date of the associated Exhibit A to an executed PAL Agreement.

(b) If, pursuant to Subsection 6.1(a)(i), Company notifies Buyer that receipts of parked quantities must be suspended or be reduced, only those quantities parked in violation of the notification shall become the property of Company at no cost to Company, free and clear of any adverse claims.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

6. FAILURE BY BUYER TO RESPOND (Continued)

6.1 Park Service (Continued)

(c) No penalty will be assessed, pursuant to this Subsection, on a remaining balance if the Buyer-submitted nominations related to that balance to clear the PAL transaction cannot be scheduled by the Company, through no fault of the Buyer.

(d) In the event that parked quantities of natural gas become the property of Company, Company shall dispose of such excess gas pursuant to Subsection 22.2 of the General Terms as Conditions. Company shall categorize the proceeds of an excess-parked gas sale, net of incremental administrative charges, as PAL penalties.

6.2 Loan Service

(a) In the event any of the following occurs, loaned quantities shall be sold to Buyer at 150 percent of the weekly average spot price at the Midpoint Chicago LDC Citygate as reported in Gas Daily during the term of the agreed upon transaction as set forth in the associated Exhibit A to a PAL Agreement:

(i) Company's prevailing operations require Company to notify Buyer that deliveries of Buyer's loaned quantities must be suspended or be reduced, and Buyer fails to comply with such notification; and/or

(ii) Company's prevailing operations require Company to notify Buyer that all or part of Buyer's loaned quantities must be returned to Company, and Buyer fails to comply within the specified time frame; and/or

(iii) Subject to Subsection 2.4 herein, the PAL account reflects a balance at the termination date of the associated Exhibit A to an executed PAL Agreement.

(b) If, pursuant to Subsection 6.2(a)(i), Company notifies Buyer that deliveries of Buyer's loaned quantities must be suspended or be reduced, only those quantities loaned in violation of the notification shall be sold to Buyer at 150 percent of the highest daily Midpoint Chicago LDC Citygate price as reported in Gas Daily during the term of the agreed upon transaction as set forth in the associated Exhibit A to a PAL Agreement.

(c) No penalty will be assessed, pursuant to this Subsection, on a remaining balance if the Buyer-submitted nominations related to that balance to clear the PAL transaction cannot be scheduled by the Company, through no fault of the Buyer.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

6. FAILURE BY BUYER TO RESPOND (Continued)

6.3 Crediting of PAL Penalties

All amounts invoiced and collected by Company as payment of penalties assessed under this Rate Schedule, net of incremental administrative charges, shall be treated as PAL penalties and shall be allocated by Company to all Shippers using the methodology set forth in Subsection 23.1 of the General Terms and Conditions.

7. OTHER CONDITIONS OF SERVICE

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

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Third Revised Volume No. 1 are applicable to this Rate Schedule and are incorporated herein by reference and made a part hereof.

Sheet Nos. 83-89 are being reserved for future use.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

1. AVAILABILITY

Company shall provide balancing services at Delivery Points to persons (herein referred to as "Balancing Party") who have executed an Operational Balancing Agreement (for use at Delivery Points)(Delivery Point OBA) in the form set forth on Company's Web Site (www.mgt.oneokpartners.com) under Customer Activities. A Delivery Point OBA will be available to:

(a) the operator of connecting facilities at a Delivery Point(s) on Company's system; and

(b) a market aggregator ("Aggregator") who has obtained written consent from Delivery Point operators that imposes responsibility on Aggregator for all scheduling and balancing at stated Delivery Points and that provides authority to Aggregator to change physical flows at stated Delivery Points upon notice from Company to the Aggregator.

2. APPLICABILITY AND CHARACTER OF SERVICE

The terms, conditions and charges set forth in this Rate Schedule shall apply to all gas flowing through meters covered by a Delivery Point OBA. A Delivery Point OBA may include all Delivery Points controlled by a single Balancing Party except that no OBA may cover Delivery Points under more than one firm transportation rate schedule. An Aggregator's Delivery Point OBA may include any Delivery Point where the maximum deliveries at any such point do not exceed 5,233 Dekatherms on any day.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

The Balancing Party will confirm nominations of the quantities to be delivered at Delivery Points. The Balancing Party will notify affected Shippers via the System by entering confirmations into the System, which are available for viewing by Shippers, within the time specified in Subsection 3.6.1 of the General Terms and Conditions of any change in a nomination by Shipper to Scheduled Quantities.

Company agrees to perform as a Delivery Point operator on other pipelines' systems at its existing points of interconnection with other pipelines to the extent necessary and agreed to by the other pipeline(s). To the extent Company incurs any imbalance charges, cash-outs, or penalties on such other pipelines, all such expenditures, except where negligently incurred by Company, shall be borne by Balancing Parties that are out of balance on Company's system in proportion to each Balancing Party's imbalance related to such other pipelines.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

4. IMBALANCE NETTING AND TRADING

(a) Based upon the best information available, a Balancing Party shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If a Balancing Party fails to take such corrective action, then Company may, upon 48 hours notice, adjust Balancing Party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations.

(b) Balancing Parties under this Rate Schedule and Supply Aggregators under Rate Schedule SA will be allowed to trade imbalances occurring during the month with other Parties that are subject to this Rate Schedule or Rate Schedule LMS-PA.

Mid-Month Trading

All imbalance trading occurring during the month that the imbalance(s) occurred must be effected through the nomination of mid-month make-up gas quantities. Any "receipt-to-delivery" imbalance trade may be effected by a Party nominating transportation from a point covered on its Balancing Agreement or Rate Schedule SA Agreement to a point on another Agreement where the trade will occur. A "receipt-to-delivery" imbalance trade is defined as any imbalance trade between a Party under this Rate Schedule and a Party under Rate Schedule LMS-PA whereby the Party under this Rate Schedule is trading an excess of actual deliveries relative to Scheduled Quantities with an excess of actual receipts relative to Scheduled Quantities incurred by a Party under Rate Schedule LMS-PA.

End-of-Month Trading

Balancing Parties and Supply Aggregators will also be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Company of the identities of the Parties agreeing to the trade, and the gas quantities to be traded, no later than seventeen Business Days after the end of the month during which the imbalances occurred. For receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Company of the Party responsible for the transportation from point to point. If the Parties do not notify Company of the Party responsible for transportation, Company will hold the Party who traded the imbalance due Company responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Company will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on the System.

For mid-month and end-of-month trading, transportation charges for receipt-to-delivery imbalance trades will be based on the applicable maximum authorized overrun rate associated with Company's Rate Schedule(s) FT-A, FT-B or FT-C.

When a netting and trading transaction results in an overpayment of transportation charges, Company shall reimburse the affected Shipper the excess transportation charges in the subsequent billing cycle.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

4. IMBALANCE NETTING AND TRADING

(a) Based upon the best information available, a Balancing Party shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If a Balancing Party fails to take such corrective action, then Company may, upon 48 hours notice, adjust Balancing Party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations.

(b) Balancing Parties under this Rate Schedule and Supply Aggregators under Rate Schedule SA will be allowed to trade imbalances occurring during the month with other Parties that are subject to this Rate Schedule or Rate Schedule LMS-PA.

Mid-Month Trading

All imbalance trading occurring during the month that the imbalance(s) occurred must be effected through the nomination of mid-month make-up gas quantities. Any "receipt-to-delivery" imbalance trade may be effected by a Party nominating transportation from a point covered on its Balancing Agreement or Rate Schedule SA Agreement to a point on another Agreement where the trade will occur. A "receipt-to-delivery" imbalance trade is defined as any imbalance trade between a Party under this Rate Schedule and a Party under Rate Schedule LMS-PA whereby the Party under this Rate Schedule is trading an excess of actual deliveries relative to Scheduled Quantities with an excess of actual receipts relative to Scheduled Quantities incurred by a Party under Rate Schedule LMS-PA.

End-of-Month Trading

Balancing Parties and Supply Aggregators will also be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Company of the identities of the Parties agreeing to the trade, and the gas quantities to be traded, no later than seventeen Business Days after the end of the month during which the imbalances occurred. For receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Company of the Party responsible for the transportation from point to point. If the Parties do not notify Company of the Party responsible for transportation, Company will hold the Party who traded the imbalance due Company responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Company will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on the System.

For mid-month and end-of-month trading, transportation charges for receipt-to-delivery imbalance trades will be based on the applicable maximum authorized overrun rate associated with Company's Rate Schedule(s) FT-A, FT-B, FT-C or FT-D.

When a netting and trading transaction results in an overpayment of transportation charges, Company shall reimburse the affected Shipper the excess transportation charges in the subsequent billing cycle.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

5. DAILY IMBALANCE CHARGE

5.1 Applicability

(a) Single Point of Interconnection Under LMS-MA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

(i) Company lacks the ability to physically control delivered quantities to the Balancing Party at such interconnect, or

(ii) Company has the ability to physically control delivered quantities to the Balancing Party at such interconnect but the capability has been disabled pursuant to a request by the Balancing Party, or

(iii) The Balancing Party either lacks the ability to physically control receipt quantities from Company at such interconnect or utilizes its physical flow control capability to deviate from the current total scheduled nomination at such interconnect without Company's consent.

(b) Multiple Points of Interconnection Under LMS-MA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

(i) Company lacks the ability to physically control delivered quantities to the Balancing Party at all of the interconnects specified in the Balancing Party's LMS-MA Agreement, or

(ii) Company has the ability to physically control delivered quantities to the Balancing Party at one or more of the interconnects specified in the Balancing Party's LMS-MA Agreement but the capability has been disabled at such location(s) pursuant to a request by the Balancing Party, or

(iii) Company lacks the ability to physically control delivered quantities to the Balancing Party at the specific interconnect designated to assume the imbalances by the Balancing Party (balancing "swing" interconnect) under the Balancing Party's LMS-MA Agreement, or

(iv) The Balancing Party lacks the ability to physically control receipt quantities from Company at any of the interconnects specified in the Balancing Party's LMS-MA Agreement, or

(v) The Balancing Party utilizes its physical flow control capability at one or more interconnect locations specified in the Balancing Party's LMS-MA Agreement to deviate from the current aggregate scheduled nomination for the such interconnects without Company's consent.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

5. DAILY IMBALANCE CHARGE (Continued)

5.1 Applicability (Continued)

(c) Listing of Balancing Parties Subject to Potential Daily Imbalance Charge

Company shall maintain a list on its Informational Postings web site of the Balancing Parties that are potentially subject to a Daily Imbalance Charge under Rate Schedule LMS-MA.

Company shall revise such posting within a Gas Day if the applicability of the Daily Imbalance Charge for a given Balancing Party changes due to change in flow control status at one or more interconnects under the Balancing Party's LMS-MA Agreement.

In addition, Company shall notify a Balancing Party listed pursuant to this Subsection, by phone, of any status change related to the applicability of the Daily Imbalance Charge at the time such change is made.

The amount of Balancing Party's imbalance at the end of a Gas Day will determine if the Daily Imbalance Charge is potentially applicable to such Balancing Party.

5.2 Calculation

(a) Net Pipeline Position

By 12 Noon CCT each day, Company shall provide on its Informational Postings web site a notice of the net pipeline position on Company's pipeline system for the previous Gas Day.

The net pipeline position is the sum of the total positive and negative Cumulative Imbalances, based on SCADA data, at all Balancing Party interconnections subject to the Daily Imbalance Charge for such Gas Day under Rate Schedules LMS-MA and LMS-PA.

A positive net pipeline position indicates that gas has been stored on Company's pipeline and is due others. A negative net pipeline position indicates that gas is due Company.

Company will post a notice that the Daily Imbalance Charge will not be applicable for a given Gas Day, if Company determines that inaccurate SCADA data exists for such Gas Day to calculate a net pipeline position.

(b) Allowable Swing Quantity (ASQ)

The Balancing Party's ASQ for a given Gas Day is the greater of (1) 1000 Dekatherms or (2) 10 percent of the highest daily Scheduled Quantity at such designated interconnect(s) during the prior 15 days.

On a given Gas Day, a Balancing Party may take gas in excess of Scheduled Quantities or not take delivery of all Scheduled Quantities at the interconnect(s) listed under the Balancing Party's LMS-MA Agreement up to its ASQ.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

5. DAILY IMBALANCE CHARGE (Continued)

5.2 Calculation (Continued)

(c) Imbalance Tolerance Bandwidth - 110 to 120 Percent

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule, whose Cumulative Imbalance is 1) equal to or greater than 110 percent but less than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position, will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to two times the currently effective Maximum Rate under Tennessee Gas Pipeline's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or greater than 110 percent but are less than 120 percent of the Balancing Party's ASQ.

(d) Imbalance Tolerance Bandwidth - 120 Percent or Greater

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule whose Cumulative Imbalance is 1) equal to or greater than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to four times the currently effective Maximum Rate under Tennessee Gas Pipeline's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or in excess of 120 percent of the Balancing Party's ASQ.

5.3 Treatment of Revenue

All amounts invoiced and collected by Company as payment of Daily Imbalance Charges assessed under this Rate Schedule, net of incremental administrative charges, will be treated as LMS penalties and shall be allocated by Company to Balancing Parties using the methodology set forth in Subsection 23.2 of the General Terms and Conditions.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

6. MONTHLY IMBALANCES

(a) A Balancing Party's monthly imbalance shall be the net total of Daily Imbalances from all points covered by the Delivery Point OBA. Unless Company and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Company and Balancing Party shall "cash out" any imbalance between deliveries and Scheduled Quantities at Delivery Points covered by a Delivery Point OBA. Company shall divide the monthly imbalance by the sum of the Scheduled Quantities for all days of the month for all points covered by the OBA to determine the monthly imbalance percentage to be cashed out as set forth below.

(b) If the monthly imbalance percentage is due to a deficiency of deliveries relative to Scheduled Quantities, Company shall pay the Balancing Party in accordance with Schedule A below. If the monthly imbalance percentage is due to an excess of deliveries relative to Scheduled Quantities, the Balancing Party shall pay Company in accordance with Schedule B below. Notwithstanding the above, a monthly imbalance that is less than 1000 Dekatherms shall be cashed out at the 0-5 percentage level. In addition to correcting the monthly imbalance in cash, the Balancing Party shall pay to Company the "Transportation Component" if deliveries are greater than Scheduled Quantities, or Company shall pay to Balancing Party the "Transportation Component" if deliveries are less than Scheduled Quantities.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

6. MONTHLY IMBALANCES (Continued)

The "Transportation Component" shall be equal to:

(1) the commodity rate pursuant to Tennessee's Rate Schedule FT-A for transportation from Tennessee's Zone 1 to Company's system multiplied by the monthly imbalance, plus

(2) Company's commodity rate under Rate Schedule(s) FT-A, FT-B, FT-C or FT-GS, as applicable, multiplied by the monthly imbalance, plus

(3) an additional amount to cover Company's cost of gas for the system fuel and use and lost and unaccounted for gas.

The additional amount shall be calculated by multiplying the Index Price by the amount of fuel necessary to transport the imbalance on the systems of both Tennessee and Company.

Schedule A

Monthly Imbalance Percentage	Company Pays Balancing Party the Following Percent of the Index Price
0-5%	100%
>5-10%	85%
>10-15%	70%
>15-20%	60%
>20%	50%

Schedule B

Monthly Imbalance Percentage	Balancing Party Pays Company the Following Percent of the Index Price
0-5%	100%
>5-10%	115%
>10-15%	130%
>15-20%	140%
>20%	150%

The Index Price shall be posted on the System. The Index price shall be calculated by using Natural Gas Week's "Gas Price Report." The Index Price shall be a weighted average price based upon the general system deliverability on Tennessee's system (such system deliverability being updated semi-annually) from four Receipt Regions and the applicable Region Prices for such Receipt Regions (the Receipt Regions are Texas Offshore, Texas Onshore, Louisiana Offshore, and Louisiana Onshore). The Index Price will be posted on the System in a reasonable time after receipt of Natural Gas Week's "Gas Price Report." The applicable general system deliverability will also be posted on the System. If Natural Gas Week's "Gas Price Report" is no longer published, Company shall use the alternative spot price indices agreed to be used under Tennessee's Rate Schedule LMS-MA. Company shall allocate "cash-outs" with other upstream pipelines according to the same formula.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

6. MONTHLY IMBALANCES (Continued)

The "Transportation Component" shall be equal to:

(1) the commodity rate pursuant to Tennessee's Rate Schedule FT-A for transportation from Tennessee's Zone 1 to Company's system multiplied by the monthly imbalance, plus

(2) Company's commodity rate under Rate Schedule(s) FT-A, FT-B, FT-C, FT-D or FT-GS, as applicable, multiplied by the monthly imbalance, plus

(3) an additional amount to cover Company's cost of gas for the system fuel and use and lost and unaccounted for gas.

The additional amount shall be calculated by multiplying the Index Price by the amount of fuel necessary to transport the imbalance on the systems of both Tennessee and Company.

Schedule A

Monthly Imbalance Percentage	Company Pays Balancing Party the Following Percent of the Index Price
0-5%	100%
>5-10%	85%
>10-15%	70%
>15-20%	60%
>20%	50%

Schedule B

Monthly Imbalance Percentage	Balancing Party Pays Company the Following Percent of the Index Price
0-5%	100%
>5-10%	115%
>10-15%	130%
>15-20%	140%
>20%	150%

The Index Price shall be posted on the System. The Index price shall be calculated by using Natural Gas Week's "Gas Price Report." The Index Price shall be a weighted average price based upon the general system deliverability on Tennessee's system (such system deliverability being updated semi-annually) from four Receipt Regions and the applicable Region Prices for such Receipt Regions (the Receipt Regions are Texas Offshore, Texas Onshore, Louisiana Offshore, and Louisiana Onshore). The Index Price will be posted on the System in a reasonable time after receipt of Natural Gas Week's "Gas Price Report." The applicable general system deliverability will also be posted on the System. If Natural Gas Week's "Gas Price Report" is no longer published, Company shall use the alternative spot price indices agreed to be used under Tennessee's Rate Schedule LMS-MA. Company shall allocate "cash-outs" with other upstream pipelines according to the same formula.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

6. MONTHLY IMBALANCES (Continued)

For the purpose of determining the level at which a Balancing Party's imbalance shall be cashed out, if a Balancing Party has an imbalance outside a given tolerance level, the escalating or declining percentage of the Index Price will apply only to the portion of the imbalance outside of the tolerance level.

The amounts due hereunder shall be paid in accordance with Sections 5 and 6 of the General Terms and Conditions of Company's FERC Gas Tariff.

(c) Access to Information

Company will make available by electronic means the best information it has concerning the scheduled deliveries at all Delivery Points. This information regarding the scheduled deliveries shall become "Operational Data" and Balancing Parties will be able to utilize the Operational Data for purposes of correcting imbalances during the month. Monthly imbalances will be cashed out on the basis of actual deliveries and Scheduled Quantities; provided that the penalty level and pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Company based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations.

(d) Limitation on Charges

Any imbalances caused by an event as set forth in Section 10 of the General Terms and Conditions, or by Company's actions (including providing the Balancing Party inaccurate balancing information) or by Balancing Party's compliance with an OFO issued pursuant to Section 8 of the General Terms and Conditions, will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and will be cashed out at the 0-5 percent tolerance level, as set forth in Subsection 6(b) above.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE - DELIVERY POINTS

6. MONTHLY IMBALANCES (Continued)

(e) Operational Integrity

Nothing in this Section 6 shall limit Company's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

(f) Disposition of Charges

At the conclusion of each annual period, Company will determine the net cashout activity. All Imbalance Charges received by Company in accordance with Subsection 6(b) that are in excess of Company's costs, including, but not limited to (i) payments made by Company in accordance with Subsection 6(b), and (ii) Company's gas costs and fuel and loss costs properly allocable to Balancing Parties, and (iii) administrative costs will be credited against the Demand charges of all firm Shippers, pro rata based on Transportation Quantities. To the extent that the cashout activity in any annual period results in a negative balance, such balance will be carried forward and applied to the next annual determination of cashout activity. At the end of each annual period, Company will file a report and refund plan with the Commission. At that time all Balancing Parties/Shippers will have the right to challenge the refund calculations and allocation methodology.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Company's FERC Gas Tariff are part of this Rate Schedule. 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 Operational Balancing Agreement, this Rate Schedule shall govern.

Sheet Nos. 97-99 are being reserved for future use.

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE - RECEIPT POINTS

1. AVAILABILITY

Company shall provide balancing services at Receipt Points to persons (herein referred to as "Balancing Party") who have executed an Operational Balancing Agreement for use at receipt points (Receipt Point OBA) in the form set forth on Company's Web Site (www.mgt.oneokpartners.com) under Customer Activities. A Receipt Point OBA will be available to the operator of connecting facilities at a Receipt Point(s) on Company's system.

2. APPLICABILITY AND CHARACTER OF SERVICE

The terms, conditions and charges set forth in this Rate Schedule shall apply to all gas flowing through meters covered by a Receipt Point OBA.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

The Balancing Party will confirm nominations of the quantities to be received at Receipt Points. The Balancing Party will notify Shipper and Company via the System by entering confirmations into the System, which are available for viewing by Shippers, within the time specified in Subsection 3.6.1 of the General Terms and Conditions of any change in a nomination by Shipper to Scheduled Quantities.

4. IMBALANCE NETTING AND TRADING

(a) Based upon the best information available, a Balancing Party shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If Balancing Party fails to take such corrective action, then Company may, upon 48 hours notice, adjust Balancing Party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations.

(b) Balancing Parties under this Rate Schedule and Aggregators under Rate Schedule SA will be allowed to trade imbalances occurring during the month with other Parties that are subject to this Rate Schedule or Rate Schedule LMS-MA.

Mid-Month Trading

All imbalance trading occurring during the month that the imbalance(s) occurred must be effected through the nomination of mid-month make-up gas quantities. Any "receipt-to-delivery" imbalance trade may be effected by a Party nominating transportation from a point covered on its Operational Balancing Agreement or Rate Schedule SA Agreement to a point on another agreement where the trade will occur. A "receipt-to-delivery" imbalance trade is defined as any imbalance trade between a Party under this Rate Schedule and a Party under Rate Schedule LMS-MA whereby the Party under this Rate Schedule is trading an excess of actual receipts relative to Scheduled Quantities with an excess of actual deliveries relative to Scheduled Quantities incurred by a Party under Rate Schedule LMS-MA.

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE - RECEIPT POINTS

4. IMBALANCE NETTING AND TRADING (Continued)

End-of-Month Trading

Balancing Parties and Aggregators under Rate Schedule SA will also be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Company of the identities of the Parties agreeing to the trade, and the gas quantities to be traded, no later than seventeen Business Days after the end of the month during which the imbalances occurred. For receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Company of the Party responsible for the transportation from point to point. If the Parties do not notify Company of the Party responsible for transportation, Company will hold the Party who traded the imbalance due Company responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Company will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on the System.

For mid-month and end-of-month trading, transportation charges for receipt-to-delivery imbalance trades will be based on the maximum applicable authorized overrun rate associated with Company's Rate Schedule FT-A or FT-C.

When a netting and trading transaction results in an overpayment of transportation charges, Company shall reimburse the affected Shipper the excess transportation charges in the subsequent billing cycle.

5. DAILY IMBALANCE CHARGE

5.1 Applicability

(a) Single Point of Interconnection Under LMS-PA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

(i) Company lacks the ability to physically control delivered quantities to the Balancing Party at such interconnect, or

(ii) Company has the ability to physically control delivered quantities to the Balancing Party at such interconnect but the capability has been disabled pursuant to a request by the Balancing Party, or

(iii) The Balancing Party either lacks the ability to physically control receipt quantities from Company at such interconnect or utilizes its physical flow control capability to deviate from the current total scheduled nomination at such interconnect without Company's consent.

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE - RECEIPT POINTS

4. IMBALANCE NETTING AND TRADING (Continued)

End-of-Month Trading

Balancing Parties and Aggregators under Rate Schedule SA will also be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Company of the identities of the Parties agreeing to the trade, and the gas quantities to be traded, no later than seventeen Business Days after the end of the month during which the imbalances occurred. For receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Company of the Party responsible for the transportation from point to point. If the Parties do not notify Company of the Party responsible for transportation, Company will hold the Party who traded the imbalance due Company responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Company will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on the System.

For mid-month and end-of-month trading, transportation charges for receipt-to-delivery imbalance trades will be based on the maximum applicable authorized overrun rate associated with Company's Rate Schedule FT-A, FT-C or FT-D.

When a netting and trading transaction results in an overpayment of transportation charges, Company shall reimburse the affected Shipper the excess transportation charges in the subsequent billing cycle.

5. DAILY IMBALANCE CHARGE

5.1 Applicability

(a) Single Point of Interconnection Under LMS-PA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

(i) Company lacks the ability to physically control delivered quantities to the Balancing Party at such interconnect, or

(ii) Company has the ability to physically control delivered quantities to the Balancing Party at such interconnect but the capability has been disabled pursuant to a request by the Balancing Party, or

(iii) The Balancing Party either lacks the ability to physically control receipt quantities from Company at such interconnect or utilizes its physical flow control capability to deviate from the current total scheduled nomination at such interconnect without Company's consent.

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE - RECEIPT POINTS

5. DAILY IMBALANCE CHARGE (Continued)

5.1 Applicability (Continued)

(b) Multiple Points of Interconnection Under LMS-PA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

(i) Company lacks the ability to physically control delivered quantities to the Balancing Party at any of the interconnects specified in the Balancing Party's LMS-PA Agreement, or

(ii) Company has the ability to physically control delivered quantities to the Balancing Party at one or more of the interconnects specified in the Balancing Party's LMS-PA Agreement but the capability has been disabled at such location(s) pursuant to a request by the Balancing Party, or

(iii) Company lacks the ability to physically control delivered quantities to the Balancing Party at the specific interconnect designated to assume the imbalances by the Balancing Party (balancing "swing" interconnect) under the Balancing Party's LMS-PA Agreement, or

(iv) The Balancing Party lacks the ability to physically control receipt quantities from Company at any of the interconnects specified in the Balancing Party's LMS-PA Agreement, or

(v) The Balancing Party utilizes its physical flow control capability at one or more interconnect locations specified in the Balancing Party's LMS-PA Agreement to deviate from the current aggregate scheduled nomination for the such interconnects without Company's consent.

(c) Listing of Balancing Parties Subject to Potential Daily Imbalance Charge

Company shall maintain a list on its Informational Postings web site of the Balancing Parties that are potentially subject to a Daily Imbalance Charge under Rate Schedule LMS-PA.

Company shall revise such posting within a Gas Day if the applicability of the Daily Imbalance Charge for a given Balancing Party changes due to change in flow control status at one or more interconnects under the Balancing Party's LMS-PA Agreement.

In addition, Company shall notify a Balancing Party listed pursuant to this Subsection, by phone, of any status change related to the applicability of the Daily Imbalance Charge at the time such change is made.

The amount of Balancing Party's imbalance at the end of a Gas Day will determine if the Daily Imbalance Charge is potentially applicable to such Balancing Party.

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE - RECEIPT POINTS

5. DAILY IMBALANCE CHARGE (Continued)

5.2 Calculation

(a) Net Pipeline Position

By 12 Noon CCT each day, Company shall provide on its Informational Postings web site a notice of the net pipeline position on Company's pipeline system for the previous Gas Day.

The net pipeline position is the sum of the total positive and negative Cumulative Imbalances, based on SCADA data, at all Balancing Party interconnections subject to the Daily Imbalance Charge for such Gas Day under Rate Schedules LMS-MA and LMS-PA.

A positive net pipeline position indicates that gas has been stored on Company's pipeline and is due others. A negative net pipeline position indicates that gas is due Company.

Company will post a notice that the Daily Imbalance Charge will not be applicable for a given Gas Day, if Company determines that inaccurate SCADA data exists for such Gas Day to calculate a net pipeline position.

(b) Allowable Swing Quantity (ASQ)

The Balancing Party's ASQ for a given Gas Day is the greater of (1) 1000 Dekatherms or (2) 10 percent of the highest daily Scheduled Quantity at such designated interconnect(s) during the prior 15 days.

On a given Gas Day, a Balancing Party may take gas in excess of Scheduled Quantities or not take delivery of all Scheduled Quantities at the interconnect(s) listed under the Balancing Party's LMS-PA Agreement up to its ASQ.

(c) Imbalance Tolerance Bandwidth - 110 to 120 Percent

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule, whose Cumulative Imbalance is 1) equal to or greater than 110 percent but less than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position, will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to two times the currently effective Maximum Rate under Tennessee Gas Pipeline's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or greater than 110 percent but are less than 120 percent of the Balancing Party's ASQ.

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE - RECEIPT POINTS

5. DAILY IMBALANCE CHARGE (Continued)

5.2 Calculation (Continued)

(d) Imbalance Tolerance Bandwidth - 120 Percent or Greater

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule whose Cumulative Imbalance is 1) equal to or greater than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to four times the currently effective Maximum Rate under Tennessee Gas Pipeline's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or in excess of 120 percent of the Balancing Party's ASQ.

5.3 Treatment of Revenue

All amounts invoiced and collected by Company as payment of the Daily Imbalance Charges assessed under this Rate Schedule, net of incremental administrative charges, will be treated as LMS penalties and shall be allocated by Company to Balancing Parties using the methodology set forth in Subsection 23.2 of the General Terms and Conditions.

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE - RECEIPT POINTS

6. MONTHLY IMBALANCES

(a) A Balancing Party's monthly imbalance shall be the net total of Daily Imbalances from all points covered by the Receipt Point OBA. Unless Company and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Company and Balancing Party shall "cash out" any imbalance between receipts and Scheduled Quantities at receipt points covered by the Receipt Point OBA. Company shall divide the monthly imbalance by the sum of the Scheduled Quantities for all days of the month for all points covered by the OBA to determine the percent monthly imbalance to be cashed out as set forth below:

(b) If the monthly imbalance percentage is due to an excess of receipts relative to Scheduled Quantities, Company shall pay the Balancing Party in accordance with Schedule A below. If the monthly imbalance percentage is due to a deficiency in receipts relative to Scheduled Quantities, the Balancing Party shall pay Company in accordance with Schedule B below. Notwithstanding the above, a monthly imbalance that is less than 1000 Dekatherms shall be cashed out at the 0-5 percentage level. In addition to correcting the monthly imbalance in cash, the Balancing Party shall pay to Company the "Transportation Component" if deliveries are greater than Scheduled Quantities, or Company shall pay to Balancing Party the "Transportation Component" if deliveries are less than Scheduled Quantities.

The "Transportation Component" shall be equal to the commodity rate pursuant to:

(1) Tennessee Gas Pipeline Company's Rate Schedule FT-A for transportation from Zone 1 to Company's system multiplied by the monthly imbalance plus

(2) an additional amount to cover the cost of gas for the system fuel and use and lost and unaccounted for gas.

The additional amount shall be calculated by multiplying the amount of fuel necessary to transport the imbalance on Tennessee's system by the Index price.

Schedule A

Monthly Imbalance Percentage	Company Pays Balancing Party the Following Percent of the Index Price
0-5%	100%
>5-10%	85%
>10-15%	70%
>15-20%	60%
>20%	50%

Schedule B

Monthly Imbalance Percentage	Balancing Party Pays Company the Following Percent of the Index Price
0-5%	100%
>5-10%	115%
>10-15%	130%
>15-20%	140%
>20%	150%

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE - RECEIPT POINTS

6. MONTHLY IMBALANCES (Continued)

The Index Price shall be posted on the System. The Index Price shall be calculated by using Natural Gas Week's "Gas Price Report." The Index Price shall be a weighted average price based upon the general system deliverability on Tennessee's system (such system deliverability being updated semi-annually) from four Receipt Regions and the applicable Region Prices for such Receipt Regions (the Receipt Regions are Texas Offshore, Texas Onshore, Louisiana Offshore, and Louisiana Onshore). The Index Price will be posted on the System in a reasonable time after receipt of Natural Gas Week's "Gas Price Report." The applicable general system deliverability will also be posted on the System. If Natural Gas Week's "Gas Price Report" is no longer published, Company shall use the alternative spot price indices agreed to be used under Tennessee's Rate Schedule LMS-PA. Company shall allocate "cash-outs" with other upstream pipelines according to the same formula.

For the purpose of determining the level at which a Balancing Party's imbalance shall be cashed out, if a Balancing Party has an imbalance outside a given tolerance level, the escalating or declining percentage of the Index Price will apply only to the portion of the imbalance outside of the tolerance level.

The amounts due hereunder shall be paid in accordance with Sections 5 and 6 of the General Terms and Conditions of Company's FERC Gas Tariff.

(c) Access to Information

Company will make available by electronic means the best information it has concerning the scheduled deliveries at all Delivery Points. This information regarding the scheduled deliveries shall become "Operational Data" and Balancing Parties will be able to utilize the Operational Data for purposes of correcting imbalances during the month. Monthly imbalances will be cashed out on the basis of actual deliveries and Scheduled Quantities; provided that the penalty level and pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Company based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations.

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE - RECEIPT POINTS

6. MONTHLY IMBALANCES (Continued)

(d) Limitation on Charges

Any imbalances caused by an event as set forth in Section 10 of the General Terms and Conditions, or by Company's actions (including providing the Balancing Parties inaccurate balancing information), or by Balancing Party's compliance with an OFO issued pursuant to Section 8 of the General Terms and Conditions, will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and will be cashed out at the 0-5 percent tolerance level, as set forth in Subsection 6(b) above.

(e) Operational Integrity

Nothing in this Section 6 shall limit Company's right to take action as may be required to adjust receipts of gas in order to alleviate conditions that threaten the integrity of its system.

(f) Disposition of Charges

At the conclusion of each annual period, Company will determine the net cashout activity. All imbalance charge revenues received by Company in accordance with Subsection 6(b) that are in excess of Company's costs, including, but not limited to, (i) payments made by Company in accordance with Subsection 6(b), and (ii) Company's gas costs and fuel and loss costs properly allocable to Balancing Parties and (iii) administrative costs will be credited against the demand charges of all firm Shippers, pro rata based on Transportation Quantities. To the extent that the cashout activity in any annual period results in a negative balance, such balance will be carried forward and applied to the next annual determination of cashout activity. At the end of each annual period, Company will file a report and refund plan with the Commission. At that time all Balancing Parties/Shippers will have the right to challenge the refund calculations and allocation methodology.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Company's FERC Gas Tariff are part of this Rate Schedule. 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 Operational Balancing Agreement, this Rate Schedule shall govern.

Sheet Nos. 105-109 are being reserved for future use.

RATE SCHEDULE SA
SUPPLY AGGREGATION SERVICE

1. AVAILABILITY

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

(a) requested supply aggregation service by Company;

(b) met the conditions for qualification for receipt of service under Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff; and

(c) executed a Supply Aggregation Service Agreement with Company for service under Rate Schedule SA pursuant to Section 25 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule permits Aggregator to aggregate quantities of gas, under any of Company's transportation rate schedules, at a Supply Aggregation Point (SA Point) pursuant to the terms and conditions set forth herein.

2.2 Nominated and confirmed receipts into an SA Point can be from any physical Receipt Point(s), a different SA Point(s) other than the SA Point designated on Exhibit A of the Supply Aggregation Service Agreement (SA Agreement), or from a Transfer Point(s), all of which are located on Company's system.

2.3 Nominated and confirmed deliveries from the SA Point detailed on Exhibit A of the SA Agreement can be to any physical Delivery Point(s), different SA Point(s) other than the SA Point listed on Exhibit A of the SA Agreement, or to a Transfer Point(s), all of which are located on Company's system.

2.4 In addition to designating the SA Point, a minimum of one physical point must be designated under Point(s) on Exhibit A of the SA Agreement. To be eligible for designation under Point(s) on Exhibit A of the SA Agreement, each Point must be a physical point whose nominations are confirmed by Aggregator and are located within the same Operational Impact Area on Company's system. Additionally, each Point must have an associated agreement executed under Rate Schedule LMS-MA of Company's Tariff. Aggregator also must provide to Company a pre-determined ranking of deliveries at the Point(s) set forth on Exhibit A of the SA Agreement.

2.5 The SA Point shall be assigned a milepost number and DRN number on Company's system. Company shall determine and post SA Point(s) and their respective capacity on the system.

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

2.7 Any Shipper on Company's system shall not be precluded from nominating quantities directly to the Point(s) listed on Exhibit A of the SA Agreement.

3. NOMINATIONS

3.1 Aggregator shall nominate quantities into and out of the relevant SA Point. Aggregator shall be responsible for confirming nominations at the SA Point and at the Point(s) identified on Exhibit A of the SA Agreement. Aggregator shall be required to nominate quantities into the SA Point set forth on Exhibit A of the SA Agreement. Aggregator also shall be required to nominate quantities from the SA Point to any Delivery Point(s) not listed on Exhibit A. Any remaining quantities shall be delivered to the Point(s) listed on Exhibit A of the SA Agreement based upon the predetermined ranking(s) set forth on Exhibit A.

3.2 In addition to daily nomination rights and obligations as set forth in Subsection 3.6 of the General Terms and Conditions, Aggregator shall have the right to make intra-day and hourly nomination changes as provided in and subject to the conditions set forth in Subsection 3.6 of the General Terms and Conditions.

RATE SCHEDULE SA
SUPPLY AGGREGATION SERVICE

3. NOMINATIONS (Continued)

3.3 Flow adjustments at the point(s) set forth on Exhibit A of the SA Agreement shall be made throughout a Gas Day to balance the SA Point.

3.4 In the event of an interruption or reduction in the supplies or markets, or in the event that pipeline operating conditions require Company to adjust scheduled receipts or deliveries, Company shall allocate quantities at the Point(s) identified on Exhibit A based on the Aggregator's pre-determined ranking.

4. IMBALANCE RESOLUTION

4.1 Company will provide notice to Aggregator of any imbalance situation at the SA Point needing resolution and will specify the necessary corrective action. Aggregator shall take corrective action as specified by Company, or provide Company an alternate schedule for correcting imbalance. In the event that Company determines, in its sole discretion, that the Aggregator has not made a good faith effort to correct the imbalance, Company has the right, with twenty-four hours prior notice to Aggregator, to reduce receipts into, or deliveries out of, Aggregator's SA Point, based on the pre-determined rankings provided pursuant to Subsection 2.4 of this Rate Schedule.

4.2 Any imbalances between allocated receipts and allocated deliveries ("allocated imbalance") at the SA Point which are not made up before the end of the month shall be the responsibility of Aggregator and shall be resolved pursuant to the cash out provisions of Rate Schedules LMS-MA and LMS-PA.

5. OPERATIONAL INTEGRITY

Nothing in this Rate Schedule shall limit Company's right to take action as may be required to adjust receipts and deliveries of Scheduled Quantities of gas in order to alleviate conditions which threaten the integrity of its pipeline system, or the ability of Company to transport quantities scheduled by any Shipper.

6. GENERAL TERMS AND CONDITIONS

Service under this Rate Schedule is subject to the General Terms and Conditions contained in Volume 1 of Company'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 Supply Aggregation Service Agreement, then the terms and conditions of this Rate Schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

RATE SCHEDULE TPB
THIRD PARTY BALANCING SERVICE

1. AVAILABILITY

1.1 Availability of Service

This Rate Schedule is available to any party (hereafter called "Balancing Provider") desiring Third Party Balancing Service provided that:

(a) Balancing Provider has entered into a Third Party Balancing Service Agreement ("Agreement") in the form contained in Company's Tariff for service under this Rate Schedule.

(b) Balancing Provider provides Company with names and methods of communicating, on a twenty-four (24) hour, three hundred sixty-five (365) day basis, with persons who are employed or retained by Balancing Provider and whom Company can contact for purposes of managing the balancing service.

1.2 Limitation on Availability Service

Third-Party Balancing Service under Rate Schedule TPB shall be limited, on a daily basis, to the total aggregate quantity of gas scheduled by Balancing Provider at the Balanced Point on a Gas Day.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This Rate Schedule shall apply to Third Party Balancing Services where Company has entered into a Third Party Balancing Service Agreement with a Balancing Provider for the purpose of balancing natural gas quantities on Company's system at a Variable Load Point. Balancing Provider shall either be physically connected to Company's system or have firm contractual rights to capacity at an interconnect with Company's system. At the request and under the direction of Balancing Provider, Company will manage the Third Party Balancing Service.

2.2 Character of Service

2.21 Variable Load Points

Only one Variable Load Point shall be designated under each Agreement for service hereunder. Balancing Provider shall be responsible for identifying the location of the Variable Load Point. An OBA must be executed at the Variable Load Point.

2.22 Balanced Point

A Balanced Point shall be created under each Agreement to facilitate this balancing service. Company shall be responsible for identifying the location of the Balanced Point, as specified in Exhibit A(s) of the Agreement.

RATE SCHEDULE TPB
THIRD PARTY BALANCING SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Character of Service (Continued)

2.23 Physical Interconnections Comprising Balanced Point

The Balancing Provider and Company shall mutually agree to the physical interconnection(s) that will satisfy the physical flow requirements of gas under this Agreement. At least one of the physical interconnection(s) shall have flow control capability accessible to Company and shall be designated by the Balancing Provider to take swing quantities of gas in order that real time flow adjustments can be made by Company to assure that any daily operational imbalance at the Balanced Point is maintained at or near zero.

The Variable Load Point, designated physical interconnection(s) and the Balanced Point shall be treated as a single location for nomination and scheduling purposes.

2.24 Predetermined Allocation Methodology

In the event more than one Balancing Provider is providing balancing service to a Variable Load Point Customer at the same Variable Load Point, the operator of that Variable Load Point shall provide Company with a predetermined allocation method (agreed to by Variable Load Point Customer and the Balancing Providers).

2.25 Operational Imbalances

The Balancing Provider shall be responsible for managing any operational imbalance created under this Rate Schedule. Daily allocated measured quantities of natural gas at the various physical interconnection(s) comprising the Balanced Point shall be totaled with the total daily allocated measured quantity at the Variable Load Point to serve as the aggregated metered quantity for the Balanced Point for that day. The difference between the total scheduled quantity at the Balanced Point for a given day and the corresponding aggregate metered quantity shall be treated as an operational imbalance for such Gas Day.

2.26 Responsibility of Balancing Provider

Balancing Provider is responsible for ensuring it has sufficient quantities of gas scheduled at the Balanced Point at any point in time during the Gas Day on Company's system to meet the balancing requirements under the Agreement.

Company shall monitor the instantaneous flow activity at the Variable Load Point on a real time basis. If a change in such instantaneous flow does occur, Company shall notify the Balancing Provider, by phone, and shall adjust the instantaneous flow rates at the physical point(s) of interconnection that are designated to take swing quantities of gas.

RATE SCHEDULE TPB
THIRD PARTY BALANCING SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Character of Service (Continued)

2.27 Company's Right to Flow Control

If the quantity of gas available at the Balanced Point is less than the quantity of gas being delivered to the Variable Load Point, Company reserves the right under this Rate Schedule to place the Variable Load Point on flow control such that the gas available at the Balanced Point is equal to the gas being provided to the Variable Load Point Customer.

3. RATES AND PAYMENTS

3.1 Rates

The daily Maximum and Minimum Rates for services under this Rate Schedule are listed on the Statement of Rates in Company's FERC Gas Tariff.

Company may elect to provide service at a rate that is less than the Maximum Rate, but no less than the Minimum Rate applicable to this Rate Schedule. However, Company is not obligated to offer to provide service at any rate less than the Maximum Rate.

Balancing Provider shall pay Company each month the product of the applicable rate for this service multiplied by the applicable number of days in the calendar month multiplied by the Balancing Provider's Maximum Balancing Quantity ("MBQ") specified in Exhibit A(s) of the Agreement.

3.2 Payment

Payment under this Rate Schedule shall be in accordance with Section 6 of the General Terms and Conditions.

4. NOMINATIONS AND SCHEDULING

Shippers delivering gas to the Balanced Point shall nominate gas consistent with the requirements of Section 3 of the General Terms and Conditions.

5. FAILURE OF BALANCING PROVIDER TO RESPOND

When Balancing Provider fails to provide sufficient quantities of gas at the Balanced Point to effectuate balancing service pursuant to this Rate Schedule for the Variable Load Point Customer, Balancing Provider shall be deemed responsible for any resultant charges under the General Terms and Conditions including under Section 8, should Company issue an Operational Flow Order.

To the extent Balancing Provider fails to maintain a daily operational imbalance quantity which is equivalent to or less than three percent (3%) of the MBQ, Company may terminate the Agreement without further notice, unless such failure is due to Company's actions. Such termination will not relieve Balancing Provider of its liabilities under this Rate Schedule or such other lawful remedies as Company may pursue.

RATE SCHEDULE TPB
THIRD PARTY BALANCING SERVICE

6. OTHER CONDITIONS OF SERVICE

Company shall not be required to provide service under this Rate Schedule in the event that all facilities needed to render the requested service do not exist or are not in service at the time the request is made or the time service is commenced. Company shall not be required to provide service under this Rate Schedule that would require Company to construct or acquire any new facilities.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Third Revised Volume No. 1 are applicable to this Rate Schedule, unless otherwise expressed in this Rate Schedule, and are incorporated herein by reference and made a part hereof.

Sheet Nos. 116-199 are being reserved for future use.

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Except where the context expressly states another meaning, the following terms when used in this Tariff and in any service agreement incorporating this Tariff, shall be construed to have the following meanings:

- The term "Balanced Point" shall mean a nominatable non-physical point on Company's system that facilitates the aggregation of quantities of gas to be delivered at a Variable Load Point with quantities of gas to be delivered at certain agreed upon physical interconnections under Rate Schedule TPB. Any operational imbalance is recognized at the Balanced Point.

- The term "Balancing Party" shall mean any person that has entered into an Operational Balancing Agreement with Company.

- The term "Balancing Provider" is a party performing a third-party balancing service pursuant to Rate Schedule TPB.

- The term "Bidder" shall mean any Person that submits a Bid for released transportation capacity pursuant to the terms of Section 21 of Company's General Terms and Conditions.

- The term "Billing Commencement Date" shall mean the date when a Shipper's service and payment obligation commences. The Billing Commencement Date for any Shipper receiving transportation as a result of placing into service the construction of new facilities shall occur when Company informs such Shipper by at least one day's notice that there is capability, to receive gas at Shipper's Receipt Point and to make related deliveries of gas at Shipper's Delivery Point, all in accordance with the provisions of Shipper's transportation agreement.

- The term "British thermal unit" or "Btu" shall mean the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at a standard pressure of 14.73 dry psia at 60 degrees Fahrenheit.

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

- The term "Buyers" shall mean, at any time, the Persons which have entered into certain Agreements for services with Company which are then in effect; and the term "Buyer" shall mean one of such Persons.

- The terms "Central Clock Time" and "CCT" shall mean Central Daylight Time when daylight savings time is in effect and Central Standard Time when daylight savings time is not in effect.

- The term "Company" shall mean Midwestern Gas Transmission Company, a "Service Provider" pursuant to NAESB WGQ Standards.

- The term "Critical System Wide Notices" shall mean information concerning Company's facilities that affects scheduling or adversely affects scheduled gas flow.

- The term "Cubic Foot" shall mean the quantity of gas that occupies one cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute (psia).

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Customer" shall be defined as any Person, including Shipper, who has executed a gas service agreement with Company under any of Company's rate schedules contained in this Tariff.

- The term "Customer Activity" shall mean the business function categories related to Nominations, Flowing Gas, Invoicing, Capacity Release, Contracts, and other business functions on industry web sites. [4.2.10/v1.4]

- The term "day" or "Gas Day" shall mean a period of twenty-four consecutive hours, beginning and ending at 9:00 A.M. CCT. The reference date for any day shall be the date of the beginning of such day. [1.3.1/v1.0]

- The term "Dekatherm" shall mean 1,000,000 Btu's. The standard quantity for nominations, confirmation and scheduling is Dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada, and gigacalories per Gas Day in Mexico. (For reference 1 Dekatherm = 1,000,000 Btu's; and 1 gigajoule; and one gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dekatherms and gigajoules is 1.055056 gigajoules per Dekatherm and between Dekatherms and gigacalories is 0.251996 gigacalories per Dekatherm. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units. [1.3.14/v1.3]

- The term "Delivery Point(s)" shall mean the point or points listed on Company's Informational Postings web site for delivery of gas for the account of Shipper.

- The term "Eastern Mainline" shall mean the approximate 30.9 miles of 16-inch diameter pipeline commencing at the Company's existing mainline compressor station located near Portland, Tennessee and traversing southeasterly to two (2) interstate pipeline interconnections with 1) Columbia Gulf Transmission Company and 2) East Tennessee Natural Gas Company located near Hartsville, Tennessee in Trousdale County, Tennessee.

- The term "Elapsed Prorata Capacity" or "EPC" shall mean 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]

- The term "Equivalent Quantity" unless otherwise stated in the transportation agreement shall mean, that during any given period of time, the quantities of gas delivered hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received at the Receipt Point(s) for transportation less thermal quantities of gas for Shipper's system fuel use and gas lost and unaccounted for associated with transportation service.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Implementation Date" shall mean September 1, 1993.
- The term "In-Direction" shall mean a firm nomination line item that has a nominated flow direction in the same direction as the nominating party's current Transportation Path.
- The term "Lending Point" relative to a Buyer shall mean the Lending Points as shown or referenced on Exhibit A to such Buyer's PAL Agreement where such Buyer can borrow gas quantities on Company's system pursuant to such PAL Agreement.
- The term "long term firm service agreement" shall mean a firm transportation agreement with a term of more than one year.
- The term "Mainline" shall mean the 30-inch diameter pipeline and appurtenant facilities extending from an interconnection between Company and Tennessee Gas Pipeline Company near Portland, Tennessee and extending to a point of interconnection between Company and ANR Pipeline Company located near Joliet, Illinois.
- The term "Maximum Balancing Quantity" shall mean the maximum Dekatherms per day quantity of gas authorized by Balancing Provider to Company to deliver to the Variable Load Point on an instantaneous basis as detailed on Exhibit A of the Third Party Balancing Service Agreement.
- The term "Maximum Park and Loan (PAL) Quantity" shall mean the Dekatherms per day of gas shown as the Maximum Park and Loan (PAL) Quantity that is relative to the Parking Points and Lending Points shown on Exhibit A to a Buyer's PAL Agreement.
- The term "Mcf" shall mean 1,000 cubic feet of gas.
- The term "month" shall mean the period beginning at 9:00 A.M. CCT on the first day of the calendar month and ending at 9:00 A.M. CCT on the first day of the next succeeding calendar month.
- The term "Monthly Cash Out" shall mean payment pursuant to Section 6 of Company's Rate Schedules LMS-MA or LMS-PA.
- The term "NAESB" shall mean the North American Energy Standards Board. The term "WGQ" shall mean Wholesale Gas Quadrant.
- The term "Netting" shall describe the process of resolving imbalances for a Shipper or its Agent within an Operational Impact Area. Company shall recognize two types of Netting: summing and offsetting. Summing is the process of accumulation of all imbalances above any applicable tolerance for a Shipper or its Agent. Offsetting is the process of combining positive and negative imbalances above any applicable tolerance for a Shipper or its Agent. [2.2.3/v1.5]
- The term "Nominating Party" shall mean a Shipper, or its Nomination Agent (one who has been pre-designated by Shipper to serve in such role). If a Shipper elects to use a Nomination Agent for a given service agreement, the Nomination Agent replaces the Shipper as the sender of the nomination information as well as the receiver of the nomination-related information from Company for such agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Operational Flow Order" or "OFO" is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever Company experiences these conditions, any pertinent order should be referred to as an Operational Flow Order. Company shall attempt to minimize the use of OFO's and the declaration of critical periods and, when possible, shall direct an OFO to the specific party(s) creating the operating conditions. The declaration to the affected parties of OFO's, critical periods, and/or critical notices shall describe the conditions and the specific responses required from the affected parties. Notice procedures of OFO conditions shall be clearly defined in Company's tariff. [1.2.6/v1.1] [1.1.12/v1.1] [1.3.26/v1.1] [1.3.34/v1.1]

- The term "Operational Impact Area" shall mean the largest possible area(s) on Company's system in which imbalances have a similar operational effect. For imbalance resolution, Company shall designate its entire pipeline system as a single Operational Impact Area. [2.2.2/v1.5]

- The term "Out-of-Direction" shall mean a firm nomination line item that has a nominated flow direction opposite of the nominating party's current Transportation Path direction.

- The term "Parking Point" relative to a Buyer shall mean the Parking Points as shown or referenced on Exhibit A to such Buyer's PAL Agreement where such Buyer can park gas quantities on Company's system pursuant to such Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Person" shall mean an individual, a corporation, a partnership, an association, a joint venture, a trust, an unincorporated organization or a government or political subdivision thereof; and pronouns shall have a similarly extended meaning.

- The term "Primary Delivery Point" for a given firm transportation agreement shall mean the Delivery Point at which the firm Shipper currently has assigned its primary scheduling rights.

- The term "Primary Receipt Point" for a given firm transportation agreement shall mean the Receipt Point at which the firm Shipper currently has assigned its primary scheduling rights.

- The term "Receipt Point(s)" shall mean the point or points listed on Company's Informational Postings site for receipt of gas for Shipper's account.

- The term "Release Quantity" shall mean the maximum quantity that a Shipper releases under Section 21 of Company's General Terms and Conditions, whether for temporary or permanent assignment.

- The term "Releasing Shipper" shall mean any Shipper that releases capacity pursuant to the provisions of Section 21 of Company's General Terms and Conditions.

- The term "Replacement Shipper" shall mean a Person who has obtained firm transportation capacity from a Releasing Shipper.

- The term "Scheduled Quantity" or "Scheduled Quantities" shall mean the quantity of natural gas that (i) Shipper/Buyer nominates for receipt at a Receipt Point (including fuel use and gas lost and unaccounted for) or the quantity that Company redelivers to Shipper/Buyer at a Delivery Point, and that (ii) the Balancing Party confirms pursuant to Section 3 of Company's Rate Schedules LMS-MA or LMS-PA, and that (iii) Company schedules for receipt or delivery at a Lending Point, Parking Point, SA Point, or Transfer Point.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Shipper" shall mean any transportation customer of Company.
- The term "Stranded Allocated Capacity" shall mean pipeline and/or point capacity that has been allocated by Company to a given Shipper in a supported nomination and scheduling cycle that was not fully confirmed by the upstream and/or downstream confirming party(ies).
- The term "summer" shall mean the period commencing April 1 and ending October 31.
- The term "Supply Aggregation Point" (SA Point) shall mean a non-physical point on Company's system which serves as a single location to aggregate nominated quantities of gas received and delivered pursuant to Rate Schedule SA.
- The term "System" shall mean Company's computer information and scheduling system, accessed through Company's interactive Internet web site or through Electronic Data Interchange. "Electronic Data Interchange" or "EDI" shall mean electronic communication through means other than Company's System, that complies with the Electronic Delivery Mechanism Standards of the North American Energy Standards Board Wholesale Gas Quadrant ("NAESB WGQ").
- The term "Third Party Account Administrator" is a Title Transfer Tracking Service Provider other than Company. [1.2.17/v1.5]
- The term "Title" shall be the term used to identify the ownership of gas. [1.2.13/v1.5]
- The term "Title Transfer" shall be the term used to reflect the change of Title to gas between parties at a location. [1.2.14/v1.5]
- The term "Title Transfer Nomination" shall mean a nomination line item requesting the service of Title Transfer Tracking and is sent by an Account Holder to a Title Transfer Tracking Service Provider. [1.2.19/v1.5]
- The term "Title Transfer Tracking" shall be the process of accounting for the progression of Title changes from party to party that does not affect a physical transfer of gas. [1.2.15/v1.5]
- The term "Title Transfer Tracking Service Provider" shall be a party conducting the title transfer tracking activity. [1.2.16/v1.5]
- The term "Total Heating Value", when applied to a cubic foot of gas, shall mean the number of Btu's produced by the complete combustion with air, at constant pressure, of one anhydrous (dry) cubic foot of gas under a pressure of 14.73 psia and a temperature of 60 degrees Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air and the water formed by combustion is condensed to the liquid state.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Transfer Point" shall be used to describe a point on Company's system where, for purposes of scheduling and nominations, in-line transfers of gas from one transportation agreement to another shall occur.

- The term "Transportation Path" shall mean the pipeline path and flow direction from and including the farthest Receipt Point to and including the farthest Delivery Point as stated in the Exhibit A for each firm transportation agreement contracted on Company's system.

- The term "Transportation Quantity" shall mean the quantity of natural gas specified in Shipper's Firm Transportation Agreement that Company obligates itself to be ready to transport and deliver each day on behalf of Shipper.

- The term "Variable Load Point" shall be defined as a physical delivery point of interconnection on Company's system directly supplying an end-use market whose load requirements are expected to fluctuate widely during the day, month, or year. An OBA must be executed at a Variable Load Point.

- The term "Variable Load Point Customer" is a party receiving balancing services from a Balancing Provider under Rate Schedule TPB.

- The term "volume", where used herein or in a gas service contract, shall mean the number of Mcf adjusted for heat content (in Dekatherms) as applicable.

- The term "winter" shall mean the period commencing November 1 and ending March 31.

- The term "year" shall mean a period of 365 consecutive days; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.

Effective Date: 10/01/2002 Status: Effective
FERC Docket: RP02-478-000

Sheet Nos. 208 - 217 Sheet Nos. 208 - 217 : Effective

Sheet Nos. 208-217 are being reserved for future use.

GENERAL TERMS AND CONDITIONS

2. GAS QUALITY AND PRESSURE

2.1 Standards

The provisions set forth below shall apply to all gas delivered to Company by Shipper:

(a) All gas shall have a Total Heating Value of not less than nine hundred sixty-seven (967) Btu's per cubic foot, and not more than eleven hundred (1100) Btu's per cubic foot.

(b) All gas shall be commercially free (at prevailing pressure and temperature in Company's pipeline) from objectionable odors, dust, hydrocarbon liquids, water and any other substance that might become separated from the gas in Company's facilities, and Shipper shall furnish, install, maintain and operate such drips, separators, heaters, and other mechanical devices as may be necessary to effect compliance with such requirements (after having secured the prior approval of Company as to the design and construction of such facilities, which approval shall not be unreasonably withheld).

(c) All gas shall not contain more than twenty (20) grains of total sulphur, nor more than one fourth (1/4) of one grain of hydrogen sulphide per one hundred (100) cubic feet.

(d) All gas shall not contain more than two-tenths of one percent (0.2%) by quantity of oxygen and Shipper shall make every reasonable effort to keep the gas free of oxygen.

(e) All gas shall not contain more than four percent (4%) by quantity of a combined total of carbon dioxide and nitrogen components; provided however, that the total carbon dioxide content shall not exceed three percent (3%) by quantity.

(f) The temperature of all gas shall not exceed one hundred twenty degrees (120°) Fahrenheit.

(g) All gas shall have been dehydrated by Shipper for removal of entrained water present therein in a vapor state and in no event contain more than seven (7) pounds of entrained water per million cubic feet; at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60°) Fahrenheit as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.

2.2 Prior Approval of Gas Quality Facilities

The design and construction of any facilities to be installed by Shipper, in order to comply with the quality specifications in Subsection 2.1 above, shall be approved by Company prior to such facilities being placed in service; such approval not to be unreasonably withheld.

GENERAL TERMS AND CONDITIONS

2. GAS QUALITY AND PRESSURE (Continued)

2.3 Gas Quality Testing

Tests to determine sulphur, hydrogen sulphide, oxygen, carbon dioxide and nitrogen content shall be made by approved standard methods in general use in the gas industry.

2.4 Refusal of Out of Quality Specification Gas

As to gas which fails to meet the quality specifications set out in Subsection 2.1 above, or, if applicable, the quality specifications set out in the transportation agreement or applicable Rate Schedule, Company shall have the right to refuse to accept delivery of such gas and in the event Shipper does not correct the quality deficiency within 48 hours Company may terminate all receipts under the transportation agreement involving the deficient gas.

2.5 Reimbursement of Equipment or Repair Costs

Notwithstanding the exercise by Company of the options in Subsection 2.4 above, Shipper shall use its best efforts to correct any quality deficiency in the gas tendered for transportation. Further notwithstanding Company's election under Subsection 2.4 above, Shipper shall reimburse Company for all expenses incurred in repairing damages to Company's facilities resulting from deliveries of gas which do not conform to the quality specifications set forth in Subsection 2.1 above.

Company shall have the right to collect from all Shippers delivering gas to Company at a common Receipt Point their pro rata share of the cost of any additional gas analysis and quality control equipment which Company, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered. With respect to Shipper subject to Rate Schedule(s) FT-A, FT-B, FT-C, FT-GS, and/or IT, the collection shall be by means of an Incidental Charge.

2.6 Separation, Dehydration and Processing

Company at its reasonable discretion may require that some or all of the gas to be transported be processed to remove liquid and liquefiable hydrocarbons prior to delivery to Company or may require evidence that satisfactory arrangements have been made for the removal of liquid and liquefiable hydrocarbons at a separation and dehydration and/or processing plant on Company's system. In the event separation and dehydration and/or processing is to occur after delivery of transportation gas to Company, Company and Shipper shall determine a mutually agreeable charge for the transportation of liquid and liquefiable hydrocarbons.

2.7 Minimum Delivery Pressure

Company shall deliver natural gas to Shipper as nearly as practicable at such pressure as may be agreed upon in the gas service contract, provided that the maximum pressure shall be Company's line pressure at the Point(s) of Delivery and the minimum pressure shall be 100 pounds per square inch gauge.

GENERAL TERMS AND CONDITIONS

2. GAS QUALITY AND PRESSURE (Continued)

2.3 Gas Quality Testing

Tests to determine sulphur, hydrogen sulphide, oxygen, carbon dioxide and nitrogen content shall be made by approved standard methods in general use in the gas industry.

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As to gas which fails to meet the quality specifications set out in Subsection 2.1 above, or, if applicable, the quality specifications set out in the transportation agreement or applicable Rate Schedule, Company shall have the right to refuse to accept delivery of such gas and in the event Shipper does not correct the quality deficiency within 48 hours Company may terminate all receipts under the transportation agreement involving the deficient gas.

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Company shall have the right to collect from all Shippers delivering gas to Company at a common Receipt Point their pro rata share of the cost of any additional gas analysis and quality control equipment which Company, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered. With respect to Shipper subject to Rate Schedule(s) FT-A, FT-B, FT-C, FT-D, FT-GS, and/or IT, the collection shall be by means of an Incidental Charge.

2.6 Separation, Dehydration and Processing

Company at its reasonable discretion may require that some or all of the gas to be transported be processed to remove liquid and liquefiable hydrocarbons prior to delivery to Company or may require evidence that satisfactory arrangements have been made for the removal of liquid and liquefiable hydrocarbons at a separation and dehydration and/or processing plant on Company's system. In the event separation and dehydration and/or processing is to occur after delivery of transportation gas to Company, Company and Shipper shall determine a mutually agreeable charge for the transportation of liquid and liquefiable hydrocarbons.

2.7 Minimum Delivery Pressure

Company shall deliver natural gas to Shipper as nearly as practicable at such pressure as may be agreed upon in the gas service contract, provided that the maximum pressure shall be Company's line pressure at the Point(s) of Delivery and the minimum pressure shall be 100 pounds per square inch gauge.

GENERAL TERMS AND CONDITIONS

2. GAS QUALITY AND PRESSURE (Continued)

2.8 Posting of Gas Quality Data

2.8.1 Required Posting

Company 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 Subsection 2.1 above 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 Company'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]

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 Company, with the first row of the file containing the column headers. [4.3.90] [4.3.92]

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

2.8.2 Discretionary Posting

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

2.8.3 Compliance with Gas Quality Requirements

In any event, compliance with gas quality requirements is in accordance with Subsection 2.1 of the General Terms and Conditions of Company's FERC Gas Tariff. [4.3.90]

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES

3.1 Reporting Unit of Measurement

The reporting unit for energy quantities transported and used by Company will be Dekatherms at the standardized reporting basis as defined by NAESB WGQ.

3.2 Measurement Reporting

The volume and the Total Heating Value of gas received and delivered by Company shall be determined for all purposes, including invoicing by Company and payment by Shippers and LMS-MA and LMS-PA parties, on the basis of the electronic measurement equipment installed by Company at receipt and delivery points.

3.2.1 Unit of Volume

The unit of volume, for the purpose of measurement, shall be defined as one cubic foot (1cf) of gas at a temperature of sixty degrees (60) Fahrenheit, and at a pressure of thirty-three hundredths (.33) pounds per square inch above an assumed atmospheric pressure of fourteen and four tenths (14.4) pounds per square inch resulting in a pressure base of (fourteen and seventy-three hundredths (14.73) pounds per square inch absolute pressure). One thousand (1,000) cubic feet shall be denoted as one (1) Mcf.

3.2.2 Determination of Gas Temperature

The temperature of the gas passing through the meters shall be determined, continuously by a recording thermometer so installed that it may properly record the degrees Fahrenheit temperature of the gas flowing through the meters. The arithmetic averages of the temperature recorded each day shall be used in computing the measured volume of gas in Mcf.

3.2.3 Determination of Total Heating Value

The Total Heating Value of the gas per cubic foot (Btu/cf) shall be determined by taking the average of the heating values as determined each day by a chromatograph or the chromatographic analysis of a collected gas sample, or any other method mutually agreed upon.

The average (flow-weighted) heating value of the gas per cubic foot (Btu/cf) for a unit of time shall be determined by the total Dekatherm quantity measured divided by the corresponding total volume of gas, in Mcf, multiplied by 1000.

3.2.4 Determination of Specific Gravity

The specific gravity of the gas delivered shall be determined by the use of chromatographic analysis or any other method mutually agreed upon. Determination of the specific gravity and heating value per cubic foot (Btu/cf) shall be determined at approximately the same time or from the same analyzed gas sample.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.2 Measurement Reporting (Continued)

3.2.5 Deviation from Boyle's Law

The deviation of the natural gas from Boyle's Law shall be determined by the use of the tables of formulae published by the American Gas Association Par Research Project NX-19 corrected for carbon dioxide (CO_2) and nitrogen (N_2), or any applicable formulae published by the American Gas Association. The molecular percentage of N_2 and CO_2 shall be determined at approximately the same time or from the same analyzed gas sample used for the determination of heating value and shall be used to determine the compressibility factors, with corrections for temperature and pressure.

3.2.6 Calculation of Dekatherm Quantity

The measured Dekatherm quantity of natural gas shall be determined by multiplying the volume of gas in Mcf by the ratio of the heating value per cubic foot to 1,000.

3.3 Measurement Closing

The closing of measurement shall be no later than the fifth (5th) Business Day after the close of the Production Month.

3.4 Allocation of Receipt and Delivery Point Measurement

3.4.1 Allocation of Receipts Pursuant to Operational Balancing Agreement

Unless prohibited by applicable law or regulation, the Dekatherm quantity of gas received by Company at any receipt point shall be allocated in accordance with the allocation procedures specifically agreed to by Company and the Balancing Party at the receipt point(s) as set forth in the Operational Balancing Agreement governing the point; provided, however, Company will not be required to enter into such arrangements with a party if that party does not meet Company's creditworthiness provisions set forth in Section 25 of the General Terms and Conditions.

3.4.2 Allocation of Deliveries Pursuant to the Operational Balancing Agreement

Unless prohibited by applicable law or regulation, the Dekatherm quantity of gas delivered by Company at any delivery point shall be allocated in accordance with the allocation procedures specifically agreed to by Company and the Balancing Party, as set forth in the Operational Balancing Agreement governing the point provided, however, Company will not be required to enter into such allocating arrangements with: (i) a party if that party does not meet Company's creditworthiness provisions set forth in Section 25 of the General Terms and Conditions or, (ii) a market aggregator if the aggregator does not demonstrate that it has the physical or contractual ability to control the flow of gas at the applicable delivery point(s) and the contractual right to allocate gas deliveries at such point(s).

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.4 Allocation of Receipt Delivery Point Measurement (Continued)

3.4.3 Allocation of Receipts/Deliveries in Absence of Operational Balancing Agreement

In the absence of a point allocation methodology at a given point as described above due to the lack of an Operational Balancing Agreement or for other reasons, the interconnected party shall advise Company, prior to the commencement of the day, of a Predetermined Allocation Methodology ("PDA") to be utilized in allocating scheduled receipts or deliveries among all parties and scheduling services at such points; provided that such methodology must allocate flows based on scheduled quantities.

Company shall accept NAESB WGQ-approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation. [2.3.19/v1.4]

Company shall confirm receipt of the PDA within 15 minutes.

Confirmation of receipt of PDAs transmitted via EDI shall be Company's PDA quick response via EDI.

Confirmation of receipt of PDAs transmitted via facsimile shall be the sending party's facsimile transmission report.

In the absence of receipt of a PDA, Company shall allocate quantities received or delivered at a certain point in proportion to the Scheduled Quantities.

Company shall operate in a manner such that allocated quantities will equal scheduled quantities for gas quantities into and out of a Title Transfer Tracking Service Provider from or to a pool(s). Company shall not be required to accept Pre-determined Allocations for those transactions nor separately provide, or transmit, Allocations to parties to such transactions. [1.3.71/v1.5]

Where the allocated quantities with respect to a Title Transfer Tracking Service Provider are different than the scheduled quantities provided by Company to the Title Transfer Service Provider, for the same period, the Company shall provide to the Title Transfer Tracking Service Provider Allocation (NAESB WGQ Standard 2.4.3) for the quantities into the Title Transfer Tracking Service Provider. In addition, Company shall either accept:

(i) Allocations from the Title Transfer Tracking Service Provider, or,

(ii) PDAs from the Title Transfer Tracking Service Provider.

Such information shall be delineated at the level of the nomination line items provided by the Title Transfer Tracking Service Provider to Company for the purpose of allocating quantities out of the Title Transfer Tracking Service Provider. [1.3.71/v1.5]

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.4 Allocation of Receipt Delivery Point Measurement (Continued)

3.4.4 Notification of Allocation Rules

Upon receipt of a request from a Nominating Party at a given point, Company will notify such Nomination Party of the applicable rules governing the allocation of Nominating Party's gas at the point.

3.4.5 Time Limit for Allocation Disputes

The time limitation for disputes of allocations shall be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. [2.3.26]

3.5 Access to System to Transact Business

All Nominating and Confirming Parties are responsible for purchasing and maintaining the equipment reasonably necessary to communicate with the System and for using the System for all transactions relating to transportation services.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.6 Nominations

3.6.1 Standard Nomination and Confirmation Timeline

The NAESB WGQ standard nomination timeline is as follows [1.3.2/v1.4]:

(i) The Timely Nomination Cycle

11:30 a.m. for nominations leaving control of the Nominating Party; 11:45 a.m. for receipt of nominations by the Company; noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Company from Confirming Parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and interconnecting party (Central Clock Time on the day prior to flow).

(ii) The Evening Nomination Cycle

6:00 p.m. for nominations leaving control of the Nominating Party; 6:15 p.m. for receipt of nominations by the Company; 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Company from the Confirming Parties; 10:00 p.m. for Company to provide scheduled quantities to affected Shippers and interconnecting party, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the day prior to flow).

Scheduled quantities resulting from an evening nomination that does not cause another Service Requester on the Company's pipeline system to receive notice that it is being bumped should be effective at 9:00 a.m. on Gas Day; and when an evening nomination causes another Service Requester on the subject Company's pipeline to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on Gas Day.

(iii) 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 Company; 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Company from Confirming Parties; 2:00 p.m. for Company to provide scheduled quantities to affected Shippers and interconnecting party, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intra-day 1 Nominations should be effective at 5:00 p.m. on Gas Day.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.6 Nominations (Continued)

3.6.1 Standard Nomination and Confirmation Timeline (Continued)

(iv) The Intra-day 2 Nomination Cycle

5:00 p.m. for nominations leaving control of the Nominating Party; 5:15 p.m. for receipt of nominations by Company; 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Company from the Confirmation Parties; 9:00 p.m. for Company to provide scheduled quantities to affected Shippers and interconnecting party (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intra-day 2 Nominations should be effective at 9:00 p.m. on Gas Day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.

For purposes of 1.3.2 ii, iii, and iv "provide" shall mean, for transmittals pursuant to Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post. [1.3.2(v)]

3.6.2 Transmittal Nominations

Upon execution of a service agreement, the Nominating Party shall send its nomination(s) to Company through the System with the information specified pursuant to the currently effective NAESB standards, as set forth in this Tariff.

If the System is unavailable for nomination purposes, the Nominating Party may fax its nomination(s) to Company.

No transportation service will commence unless or until Company has received the nomination(s) through the System or by fax in the event the System is unavailable, and all applicable upstream/downstream connected parties have submitted to Company the information required by Section 3 of Rate Schedules LMS-MA or LMS-PA, as applicable.

3.6.3 Responsibility to Confirm Nominations

The Confirming Parties at the applicable Receipt and Delivery Points will confirm with Company through the System that Nominating Party's nominated quantities will be received or delivered.

If the System is unavailable, the Confirming Party may fax its confirmation to Company.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.6 Nominations (Continued)

3.6.3 Responsibility to Confirm Nominations (Continued)

Company has determined that it will employ the confirmation process in its interactions with a Title Transfer Tracking Service Provider including a Title Transfer Tracking Service Provider acting as Company's agent, if any. Company shall also offer to employ with similarly situated Title Transfer Tracking Service Providers, and may at its discretion require that other Title Transfer Tracking Service Providers employ, the confirmation process in addition to the nomination on behalf of process for the purpose of coordinating activities at Company's locations with respect to Title Transfer Tracking. [1.3.77/v1.5

With respect to Title Transfer Tracking activity, when a reduction on a party's delivery side occurs at a location, and Company does not keep the party whole, Company shall pass the reduction to the appropriately ranked receipt transaction. When a reduction on a party's receipt side occurs at a location, and Company does not keep the party whole, Company shall pass the reduction to the appropriately ranked delivery transaction. [1.3.76/v1.5]

Absent ranking information provided by the Third Party Account Administrator and absent a contrary mutual agreement to proceed otherwise, where transactions related to Third Party Account Administrator activities are not balances at the end of any confirmation cycle, transactions entering the Third Party Account Administrator (receipt) or leaving the Third Party Account Administrator (delivery), whichever is higher, shall be reduced pro rata to match the total of the transactions on the other side of the Third Party Account Administrator. [1.3.72/v1.5]

3.6.4 Change in Scheduled Transportation Service Via Nomination

For purposes of requesting any change in previously scheduled transportation service, Shipper will send its nomination(s) via the System to Company when necessary pursuant to the NAESB WGQ standard nomination timelines stated in Subsection 3.6.1 above.

Company shall attempt to confirm such nomination changes with the corresponding Confirmation Parties pursuant to the NAESB WGQ standard nomination timelines stated in Subsection 3.6.1 above.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.6 Nominations (Continued)

3.6.4 Change in Scheduled Transportation Service Via Nomination (Continued)

If Company is unable to confirm such nomination changes with the corresponding Confirmation Parties, Company shall utilize NAESB WGQ Standard 1.3.22 to direct how such nomination change is to be treated.

3.6.5 Duration of Timely and Evening Nominations

The service specified for a given scheduled timely and/or evening nomination shall be effective commencing at 9:00 a.m. CCT on the beginning calendar day and terminating at 9:00 a.m. CCT on the ending calendar day provided that the requested time period is wholly within the term of the applicable service agreement pursuant to which the nomination is submitted.

Company shall attempt to confirm Intra-day 1 and 2 Nomination changes subject to the restrictions set forth in Subsection 3.6.8 below.

3.6.6 Treatment of Hourly Requests During Off Hours

A Nominating Party may request a change in its nomination quantity sixty minutes in advance to be effective on any hour of the day between 10:00 p.m. CCT and 8:00 a.m. CCT by making an hourly nomination request via the System.

It is the responsibility of the Shipper to verbally notify Company's Gas Control Department that an hourly request is desired.

Upon verbal notice of an hourly request, Company shall attempt to confirm such request subject to the restrictions set forth in Subsection 3.6.8.

3.6.7 Nomination Quantity

All nominations, including intra-day nominations and hourly requests, shall be stated in terms of a daily transportation quantity.

Company shall not be required to schedule an intra-day nomination or an hourly request where the nominated quantity exceeds the Maximum Daily Quantity permitted under the service agreement pursuant to which service is requested or which would require Company to provide an unreasonably excessive change in the hourly flow rate contrary to Subsection 4.5 of Rate Schedule(s) FT-A, FT-C or Subsection 4.4 of Rate Schedule FT-GS.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.6 Nominations (Continued)

3.6.4 Change in Scheduled Transportation Service Via Nomination (Continued)

If Company is unable to confirm such nomination changes with the corresponding Confirmation Parties, Company shall utilize NAESB WGQ Standard 1.3.22 to direct how such nomination change is to be treated.

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The service specified for a given scheduled timely and/or evening nomination shall be effective commencing at 9:00 a.m. CCT on the beginning calendar day and terminating at 9:00 a.m. CCT on the ending calendar day provided that the requested time period is wholly within the term of the applicable service agreement pursuant to which the nomination is submitted.

Company shall attempt to confirm Intra-day 1 and 2 Nomination changes subject to the restrictions set forth in Subsection 3.6.8 below.

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It is the responsibility of the Shipper to verbally notify Company's Gas Control Department that an hourly request is desired.

Upon verbal notice of an hourly request, Company shall attempt to confirm such request subject to the restrictions set forth in Subsection 3.6.8.

3.6.7 Nomination Quantity

All nominations, including intra-day nominations and hourly requests, shall be stated in terms of a daily transportation quantity.

Company shall not be required to schedule an intra-day nomination or an hourly request where the nominated quantity exceeds the Maximum Daily Quantity permitted under the service agreement pursuant to which service is requested or which would require Company to provide an unreasonably excessive change in the hourly flow rate contrary to Subsection 4.5 of Rate Schedule(s) FT-A, FT-C, FT-D or Subsection 4.4 of Rate Schedule FT-GS.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.6 Nominations (Continued)

3.6.7 Nomination Quantity (Continued)

Company shall not be required to schedule any intra-day nomination or hourly request for a quantity that is less than the quantity of gas that has been scheduled to flow on such day prior to the effective time of such intra-day nomination or hourly request.

The last daily nominated quantity stated in an intra-day nomination or an hourly request received with respect to a given Gas Day shall be deemed to be the valid nomination quantity for such day and shall supersede any previous nomination quantity for such Gas Day.

An intra-day nomination or hourly request shall terminate at the end of the day for which it was submitted and the nomination in effect prior to the submission of any intra-day nomination or hourly request for such day shall continue in effect for the time period stated in the nomination or request.

Company shall also make available at the end of the day information on any intra-day or hourly nomination made by a Nominating Party that is scheduled or not scheduled for delivery, or if any scheduled nomination is amended or changed by Company.

3.6.8 Bump Protection

Company shall not schedule an intra-day nomination or hourly request change, if the result of scheduling such nomination or request would be to bump flowing and/or scheduled transportation under any firm primary or secondary service.

Company shall give an intra-day nomination submitted by a firm Shipper priority over nominated and scheduled gas quantities for shippers flowing gas quantities with a priority below secondary firm service.

Company shall provide bump notice by the notice procedures set forth in Subsection 8.5 of the General Terms and Conditions to the bumped shippers.

Company will not permit bumping for intra-day nominations submitted by the Intra-day 2 Nomination Cycle.

3.6.9 Consolidated Nomination

A Shipper transporting natural gas under Rate Schedule FT-A and Rate Schedule FT-B or Rate Schedule FT-C and Rate Schedule FT-B shall be allowed to aggregate nominations into a single nomination referred to as a consolidated nomination for scheduling purposes subject to the following conditions:

(a) Shipper shall have a currently effective Rate Schedule FT-A or FT-C Firm Transportation Agreement and a currently effective Rate Schedule FT-B Firm Transportation Agreement; and

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.6 Nominations (Continued)

3.6.7 Nomination Quantity (Continued)

Company shall not be required to schedule any intra-day nomination or hourly request for a quantity that is less than the quantity of gas that has been scheduled to flow on such day prior to the effective time of such intra-day nomination or hourly request.

The last daily nominated quantity stated in an intra-day nomination or an hourly request received with respect to a given Gas Day shall be deemed to be the valid nomination quantity for such day and shall supersede any previous nomination quantity for such Gas Day.

An intra-day nomination or hourly request shall terminate at the end of the day for which it was submitted and the nomination in effect prior to the submission of any intra-day nomination or hourly request for such day shall continue in effect for the time period stated in the nomination or request.

Company shall also make available at the end of the day information on any intra-day or hourly nomination made by a Nominating Party that is scheduled or not scheduled for delivery, or if any scheduled nomination is amended or changed by Company.

3.6.8 Bump Protection

Company shall not schedule an intra-day nomination or hourly request change, if the result of scheduling such nomination or request would be to bump flowing and/or scheduled transportation under any firm primary or secondary service.

Company shall give an intra-day nomination submitted by a firm Shipper priority over nominated and scheduled gas quantities for shippers flowing gas quantities with a priority below secondary firm service.

Company shall provide bump notice by the notice procedures set forth in Subsection 8.5 of the General Terms and Conditions to the bumped shippers.

Company will not permit bumping for intra-day nominations submitted by the Intra-day 2 Nomination Cycle.

3.6.9 Consolidated Nomination

A Shipper transporting natural gas under:(i) Rate Schedule FT-A and Rate Schedule FT-B,(ii) Rate Schedule FT-C and Rate Schedule FT-B or (iii) Rate Schedule FT-D and Rate Schedule FT-B shall be allowed to aggregate nominations into a single nomination referred to as a consolidated nomination for scheduling purposes subject to the following conditions:

(a) Shipper shall have a currently effective Rate Schedule FT-A, FT-C or FT-D Firm Transportation Agreement and a currently effective Rate Schedule FT-B Firm Transportation Agreement; and

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.6 Nominations (Continued)

3.6.9 Consolidated Nomination (Continued)

(b) A nomination under a single Rate Schedule FT-A or FT-C Firm Transportation Agreement shall be allowed to be aggregated with a nomination to a single Rate Schedule FT-B Agreement; and

(c) Either the Receipt Point or Delivery Point specified in the Transportation Path set forth in Exhibit A of Shipper's Rate Schedule FT-A or FT-C Firm Transportation Agreement also must be a Receipt Point or Delivery Point on the same Shipper's Transportation Path set forth in Exhibit A of Shipper's Rate Schedule FT-B Firm Transportation Agreement; and

(d) The flow direction of the Transportation Path specified in Exhibit A of Shipper's Rate Schedule FT-A or FT-C Firm Transportation Agreement must be identical to the flow direction of the Transportation Path specified in Exhibit A of Shipper's Rate Schedule FT-B Firm Transportation Agreement; and

(e) The Transportation Quantity specified in Exhibit A of Shipper's Rate Schedule FT-A or FT-C Firm Transportation Agreement must equal the Transportation Quantity specified in Exhibit A of Shipper's Rate Schedule FT-B Firm Transportation Agreement; and

(f) The consolidated nomination shall be submitted using the agreement number assigned to Shipper's Rate Schedule FT-A or FT-C Firm Transportation Agreement.

The primary capacity scheduling rights resulting from the consolidated nomination shall be used by Company to determine whether such consolidated nomination shall be classified as primary, secondary in-path, or secondary out-of path at a given constraint point location as set forth in Subsection 3.7.2 of the General Terms and Conditions of Company's FERC Gas Tariff.

A Rate Schedule FT-A, FT-B or FT-C Shipper desiring to relocate its primary capacity scheduling rights shall be subject to Subsection 15.2.2 of the General Terms and Conditions of Company's FERC Gas Tariff.

The Transportation Path resulting from the consolidated nomination shall be utilized by Company to determine whether such nomination shall be classified as in- path or out-of- path at a given constrained pipeline location as set forth in Subsection 3.7.1 of the General Terms of Company's FERC Gas Tariff.

The flow direction of the consolidated nomination shall be utilized by Company to determine whether such nomination will be classified as in-direction or out-of-direction at a given constrained pipeline location as set forth in Subsection 3.7.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

A consolidated nomination shall be subject to the applicable allocation, scheduling, and curtailment procedures set forth in Section 3 of the General Terms and Conditions of Company's FERC Gas Tariff.

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.6 Nominations (Continued)

3.6.9 Consolidated Nomination (Continued)

(b) A nomination under a single Rate Schedule FT-A, FT-C or FT-D Firm Transportation Agreement shall be allowed to be aggregated with a nomination to a single Rate Schedule FT-B Agreement; and

(c) Either the Receipt Point or Delivery Point specified in the Transportation Path set forth in Exhibit A of Shipper's Rate Schedule FT-A, FT-C or FT-D Firm Transportation Agreement also must be a Receipt Point or Delivery Point on the same Shipper's Transportation Path set forth in Exhibit A of Shipper's Rate Schedule FT-B Firm Transportation Agreement; and

(d) The flow direction of the Transportation Path specified in Exhibit A of Shipper's Rate Schedule FT-A, FT-C or FT-D Firm Transportation Agreement must be identical to the flow direction of the Transportation Path specified in Exhibit A of Shipper's Rate Schedule FT-B Firm Transportation Agreement; and

(e) The Transportation Quantity specified in Exhibit A of Shipper's Rate Schedule FT-A, FT-C or FT-D Firm Transportation Agreement must equal the Transportation Quantity specified in Exhibit A of Shipper's Rate Schedule FT-B Firm Transportation Agreement; and

(f) The consolidated nomination shall be submitted using the agreement number assigned to Shipper's Rate Schedule FT-A, FT-C or FT-D Firm Transportation Agreement.

The primary capacity scheduling rights resulting from the consolidated nomination shall be used by Company to determine whether such consolidated nomination shall be classified as primary, secondary in-path, or secondary out-of path at a given constraint point location as set forth in Subsection 3.7.2 of the General Terms and Conditions of Company's FERC Gas Tariff.

A Rate Schedule FT-A, FT-B, FT-C or FT-D Shipper desiring to relocate its primary capacity scheduling rights shall be subject to Subsection 15.2.2 of the General Terms and Conditions of Company's FERC Gas Tariff.

The Transportation Path resulting from the consolidated nomination shall be utilized by Company to determine whether such nomination shall be classified as in- path or out-of- path at a given constrained pipeline location as set forth in Subsection 3.7.1 of the General Terms of Company's FERC Gas Tariff.

The flow direction of the consolidated nomination shall be utilized by Company to determine whether such nomination will be classified as in-direction or out-of-direction at a given constrained pipeline location as set forth in Subsection 3.7.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

A consolidated nomination shall be subject to the applicable allocation, scheduling, and curtailment procedures set forth in Section 3 of the General Terms and Conditions of Company's FERC Gas Tariff.

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.7 Capacity Allocation, Confirmation and Scheduling Processes

If nominated quantities exceed stated pipeline or point capacity at any location on Company's system for a given scheduling cycle, Company shall attempt to allocate nominated quantities of gas as set forth in Subsections 3.7.1 and 3.7.2 prior to confirmation with the interconnecting parties.

Company shall deem nominated quantities to be scheduled once the capacity allocation, and confirmation and scheduling processes are completed for a given scheduling cycle.

3.7.1 Allocation of Pipeline Capacity

In those instances in which the aggregate quantity of all validated nominations in a given flow direction exceed the physical capacity of Company's system at a specific pipeline location or segment, Company will allocate capacity to the validated nominations at the constrained pipeline location in the priority categories specified below (listed from highest to lowest).

(a) Firm nominations with a flow direction opposite of the physical flow direction at a constrained pipeline location.

Such nomination class will be initially allocated capacity at this priority level given that it potentially creates capacity at the constrained location.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's Transportation Quantity.

(b) Firm nominations with a flow direction in the same direction as the physical flow direction at a constrained pipeline location.

If required, Company shall prioritize nominations within this nomination class as follows:

(i) In-Path, In-Direction (IPID) firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's Transportation Quantity.

If all available constrained capacity is allocated to this nomination class, Company will cease the allocation process at this step.

(ii) In-Path, Out-of-Direction (IPOD) firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's Transportation Quantity.

If all available constrained capacity is allocated to this nomination class, Company will cease the allocation process at this step.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.7 Capacity Allocation, Confirmation and Scheduling Processes (Continued)

3.7.1 Allocation of Pipeline Capacity (Continued)

(iii) Out-of-Path, In-Direction (OPID) firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's Transportation Quantity.

If all available constrained capacity is allocated to this nomination class, Company will cease the allocation process at this step.

(iv) Out-of-Path, Out-of-Direction (OPOD) firm transportation nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's Transportation Quantity.

If all available constrained capacity is allocated to this nomination class, Company will cease the allocation process at this step.

(c) Interruptible nominations.

If required, Company shall prioritize nominations within this nomination class on the basis that the Shipper paying the higher interruptible transportation rate shall receive a higher queue position than those paying a lower interruptible transportation rate.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity.

(d) Authorized overrun nominations.

If required, Company shall prioritize nominations within this nomination class on the basis that the Shipper paying the higher overrun transportation rate shall receive a higher queue position than those paying a lower overrun transportation rate.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's validated nomination quantity.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.7 Capacity Allocation, Confirmation and Scheduling Processes (Continued)

3.7.2 Allocation of Point Capacity

In those instances in which the aggregate net quantity of all validated nominations exceed Company's physical capacity to receive gas at a specific Receipt Point or deliver gas at a specific Delivery Point, Company will allocate capacity to the validated nominations at the constrained point location in the following priority categories specified below (listed from highest to lowest).

(a) Firm nomination quantities in the opposite direction of the net nominated quantity at the constrained point location.

Such nomination class will be initially allocated capacity given that it potentially adds capacity at the point in the direction of the constraint.

(b) Firm nomination quantities in the same direction as the net nominated quantity at the constrained point location.

If requested, Company shall prioritize nominations within this nomination class as follows:

(i) Primary scheduling rights firm nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's primary scheduling rights at such location.

If all available constrained capacity is allocated to this nomination class, Company will cease the allocation process at this step.

(ii) Secondary In-Path (SIP) firm nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's secondary scheduling rights at such location.

If all available constrained capacity is allocated to this nomination class, Company will cease the allocation process at this step.

(iii) Secondary Out-of-Path (SOP) firm nominations.

Pro rata allocation of capacity within this nomination class, if necessary, will be based on Shipper's secondary scheduling rights at such location.

If all available constrained capacity is allocated to this nomination class, Company will cease the allocation process at this step.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.7 Capacity Allocation, Confirmation and Scheduling Processes (Continued)

3.7.2 Allocation of Point Capacity (Continued)

(c) Interruptible nominations.

If required, Company shall prioritize nominations within the nomination class on the basis that the Shipper paying the higher interruptible transportation rate shall receive a higher queue position than those paying a lower interruptible transportation rate.

Pro rata allocation of capacity within this nomination class for two or more Shippers at an equal rate, if necessary, will be based on Shipper's validated nominated quantity.

If all available constrained capacity is allocated to this nomination class, Company will cease the allocation process at this step.

(d) Authorized overrun nominations.

If required, Company shall prioritize nominations within the nomination class on the basis that the Shipper paying the higher overrun transportation rate shall receive a higher queue position than those paying a lower overrun transportation rate.

Pro rata allocation of capacity within this nomination class for two or more Shippers at an equal rate, if necessary, will be based on Shipper's validated nominated quantity.

3.8 Partial Curtailment or Full Interruption of Scheduled Capacity

3.8.1 Allocation of Scheduled Capacity Due to Capacity Limitations

If, on any day, Company determines that the capacity of its system, or any portion thereof including the point(s) at which gas is tendered for transportation, is insufficient to serve all Shippers that are scheduled to receive service on such day, then capacity that requires allocation shall be allocated in a manner that results in curtailment of capacity, to zero if necessary, sequentially in reverse order to the scheduling priorities provided for in Subsection 3.7 above.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.8 Partial Curtailment or Full Interruption of Scheduled Capacity (Continued)

3.8.1 Allocation of Scheduled Capacity Due to Capacity Limitations (Continued)

Once scheduled, Rate Schedule FT-A, FT-C and FT-GS Shippers with secondary capacity scheduling rights at a given point shall be considered to have an equal curtailment allocation priority with Rate Schedule FT-A, FT-C and FT-GS Shippers with primary capacity scheduling rights at such point.

3.8.2 Allocation of Scheduled Capacity Due to Loss of Line Pack

If Company experiences an unanticipated loss of line pack due to the under delivery of gas quantities by Shipper(s) to Company's mainline, then:

(i) if the deficient source is known, Company will curtail the corresponding scheduled firm and/or interruptible markets; or

(ii) if the deficient sources are undeterminable, then Company will localize the smallest affected area, and will curtail scheduled interruptible service first in reverse scheduling order and then scheduled firm services will be curtailed pro rata; provided that verifiable Receipt Point gas quantities will not be subject to a deficiency of receipts curtailment.

To the extent that information concerning the deficient source is, or becomes available, Company will provide such information via the System to all curtailed Shippers.

3.9 Shipper Imbalances

3.9.1 Shipper's Duty to Control Imbalances

A Shipper receiving any transportation service from Company will use, or will cause any party receiving or delivering Shipper's gas to use all reasonable efforts to ensure that receipts and deliveries of gas equal the Scheduled Quantities.

A Shipper receiving service from Company at a Receipt and/or Delivery Point(s) not covered by an Operational Balancing Agreement shall also be responsible for controlling, and if necessary, adjusting receipts and deliveries of gas to maintain a balance between such receipts, deliveries, and the corresponding Scheduled Quantities.

To the extent a Shipper is out of balance at a point not covered by an Operational Balancing Agreement, such Shipper will be subject to the daily and monthly balancing provisions contained in the Rate Schedule LMS-MA for Delivery Points or Company's Rate Schedule LMS-PA for Receipt Points. Imbalances at such points will be allocated pro rata based on Scheduled Quantities.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.8 Partial Curtailment or Full Interruption of Scheduled Capacity (Continued)

3.8.1 Allocation of Scheduled Capacity Due to Capacity Limitations (Continued)

Once scheduled, Rate Schedule FT-A, FT-C, FT-D and FT-GS Shippers with secondary capacity scheduling rights at a given point shall be considered to have an equal curtailment allocation priority with Rate Schedule FT-A, FT-C, FT-D and FT-GS Shippers with primary capacity scheduling rights at such point.

3.8.2 Allocation of Scheduled Capacity Due to Loss of Line Pack

If Company experiences an unanticipated loss of line pack due to the under delivery of gas quantities by Shipper(s) to Company's mainline, then:

(i) if the deficient source is known, Company will curtail the corresponding scheduled firm and/or interruptible markets; or

(ii) if the deficient sources are undeterminable, then Company will localize the smallest affected area, and will curtail scheduled interruptible service first in reverse scheduling order and then scheduled firm services will be curtailed pro rata; provided that verifiable Receipt Point gas quantities will not be subject to a deficiency of receipts curtailment.

To the extent that information concerning the deficient source is, or becomes available, Company will provide such information via the System to all curtailed Shippers.

3.9 Shipper Imbalances

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A Shipper receiving service from Company at a Receipt and/or Delivery Point(s) not covered by an Operational Balancing Agreement shall also be responsible for controlling, and if necessary, adjusting receipts and deliveries of gas to maintain a balance between such receipts, deliveries, and the corresponding Scheduled Quantities.

To the extent a Shipper is out of balance at a point not covered by an Operational Balancing Agreement, such Shipper will be subject to the daily and monthly balancing provisions contained in the Rate Schedule LMS-MA for Delivery Points or Company's Rate Schedule LMS-PA for Receipt Points. Imbalances at such points will be allocated pro rata based on Scheduled Quantities.

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.9 Shipper Imbalances (Continued)

3.9.2 Balancing at Contract Termination

Following the termination of the service agreement, Shipper shall be required to "cash out" any remaining excess or deficiency in receipts and deliveries in accordance with the procedures established in the Rate Schedules LMS-MA and LMS-PA, unless Company and Shipper agree otherwise.

3.10 Imbalance Trading

Company shall allow a Shipper, or its Agent, to Trade Shipper Imbalances within the same Operational Impact Area on and across Agreements. [2.3.30/v1.5]

Company shall provide the ability to post and Trade Shipper Imbalances until at least the close of the 19th Business Day of the month. [2.3.41/v1.5]

Authorization to post Imbalances that are received by Company by 11:45 a.m. CCT shall be effective at 8:00 a.m. CCT the next Business Day. Imbalances previously authorized for posting shall be posted on or before the ninth Business Day of the month. [2.3.40/v1.5]

Company shall provide the ability to view and, upon request, download posted Shipper Imbalances. [2.3.42/v1.5]

Shipper Imbalances to be posted for Trading shall be authorized by Shipper. [2.3.43/v1.5]

Company shall not be required to post a Shipper Imbalance that has a quantity of zero. [2.3.44/v1.5]

When Trading Shipper Imbalances, a quantity shall be specified. [2.3.45/v1.5]

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT REPORTING AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

3.10 Imbalance Trading (Continued)

Shipper Imbalance Trades are considered final when confirmed by the confirming trader and effectuated by Company.

Sheet No. 230B is being reserved for future use.

GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT

4.1 Company's Measuring Equipment

Company shall install, maintain, and operate electronic measurement equipment, including Supervisory Control and Data Acquisition ("SCADA"), at all meters that shall be used to measure the quantity and Total Heating Value of gas received and delivered by Company that have a Maximum Daily Quantity of more than 5,000 Dekatherms per day.

The cost of such equipment installed by Company shall be borne by the Balancing Party at each receipt and delivery point or the Shippers using the point as a Primary Receipt and Delivery Point. Gas delivered shall be measured and determined in accordance with Subsection 3.2 of the General Terms and Conditions.

4.1.1 Orifice Meters

Orifice meters, if used, shall be installed, and gas quantities computed, in accordance with American National Standard Bulletin ANSI/API 2530, Orifice Metering of Natural Gas, dated September, 1985, and any modification and amendments thereof, and shall include the use of flange connections and straightening vanes.

GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT (Continued)

4.1 Company's Measuring Equipment (Continued)

4.1.2 Positive Displacement Meters

Diaphragm or rotary meters, if used shall be installed, and gas quantities computed, in accordance with generally accepted industry practices.

4.1.3 Turbine Meters

Turbine meters, if used, shall be installed, and gas quantities computed, in accordance with American Gas Association report 7, dated November, 1984 and any modifications and amendments thereof.

4.1.4 Electronic Flow Computers

Electronic or other types of flow computers if used, shall be installed, and gas quantities calculated in accordance with generally accepted industry practices.

4.1.5 New Measurement Techniques

If, at any time, a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted upon mutual agreement thereto by the parties.

4.2 Check Measuring Equipment

Check measuring equipment shall be limited to one Company, one Shipper and one Balancing Party where each may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of the primary measuring equipment or the operation of the facility or the other party's measuring equipment.

4.3 Right to be Present

Company, Shipper, or Balancing Party shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas under the transportation contract. The records from such measuring equipment shall remain the property of their owner, but, upon request, each will submit to the other its record, together with calculations therefore, for inspection and verification, subject to return within ten days after receipt thereof.

GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT (Continued)

4.4 Reasonable Care

All installation of measuring equipment applying to or affecting deliveries of gas shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by both parties in the installation, maintenance, and operation of pressure-regulating equipment so as to prevent any inaccuracy in the determination of the quantity of gas delivered under the transportation contract.

4.5 Calibration and Test of Meters

The accuracy of Company's, Shipper's, or Balancing Party's measuring equipment shall be verified at reasonable intervals and, if requested, in the presence of representatives of Company, Shipper, or Balancing Party, but no party shall be required to verify the accuracy of such equipment more frequently than once in any thirty-day period. In the event that a party shall notify the other parties that it desires a special test of any measuring equipment the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for, shall be borne by the requesting party if the measuring equipment tested is found to be in error not more than two percent.

If, upon test, any measuring equipment is found to be in error by not more than two percent, previous recordings of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to record accurately.

If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent, at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, than any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of last test, not exceeding a correction period of sixteen days.

4.6 Correction of Metering Errors

4.6.1 Failure of Meters

In the event a meter is out of service or registering inaccurately, the volume of gas delivered shall be determined:

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

(b) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation; or, in the absence of both (a) and (b);

(c) by estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.

GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT (Continued)

4.6 Correction of Metering Errors (Continued)

4.6.2 Measurement Data Correction

Company shall estimate missing or late measurement data and treat actual as a prior period adjustment (PPA), with the measuring party to provide the estimate. [2.3.13/v1.0]

For treatment of measurement prior period adjustments, Company shall treat the adjustment by taking it back to the Production Month. A meter adjustment becomes a prior period adjustment after the fifth Business Day following the business month. [2.3.11/v1.0]

Measurement prior period adjustments shall be reported with the restated line item with new total quantity for the day and the month. [2.3.12/v1.0]

Measurement data corrections should be processed within 6 months of the Production Month with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. [2.3.14/v1.3]

4.7 Preservation of Metering Records

Company, Shipper, and Balancing Party shall each preserve for a period of at least one year, all test data, charts, and other similar metering records.

5. INVOICING

5.1 General

Compensability of particular products or services shall be determined by Company and its trading partners and/or by the FERC as applicable, but not by NAESB WGQ. [1.1.6/v1.0]

5.2 Monthly Invoicing Date

On or before the 9th Business Day of the month after the end of the Production Month, Company shall render to Customer, an invoice for such Production Month. The imbalance statement should also be rendered prior to or with the invoice. Rendered is defined as postmarked, time-stamped, and delivered to the designated site. [3.3.14/v1.0]

GENERAL TERMS AND CONDITIONS

5. INVOICING (Continued)

5.3 Separate Invoices

Company may render separate invoices for demand charges, for commodity charges, for cash-out charges, and for other charges.

5.4 Format and Content of Invoices

Subject to regulatory and/or contractual consideration for standardizing billing units on invoices, Company shall use Dekatherms only on invoices to be consistent with standards proposed for nominations. [3.3.3/v1.0]

Unless otherwise agreed, transportation invoices shall state the net billing rate, rather than the maximum discount Tariff rate and the discount amount. [3.3.4/v1.0]

Company shall differentiate between sales, transportation and storage transactions through charge codes. Sales, transportation and storage invoices shall use the same electronic format. [3.3.5/v1.0]

Transactions at pooling points shall not be consolidated for billing purposes. [3.3.6/v1.0]

Transfer imbalances shall be clearly identified as separate charge types. [3.3.7/v1.0]

The statement of account is separate from the invoice as a transaction type. [3.3.20/v1.0]

Invoices shall be based on actuals (if available) or best available data. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities. [3.3.9/v1.0]

Required invoice backup data shall accompany or precede the invoice. [3.3.10/v1.0]

Information provided with invoices shall be consistent with information previously provided by the billing party, as updated for changes for settlement. [3.3.11/v1.0]

All statements shall be standardized to the same level of detail. The specific minimum level of detail on invoice, remittance and statement of account shall be guided by the development of the data elements. [3.3.12/v1.0]

Regarding inadequate detail supporting documentation, supporting documentation shall be provided upon request, with timing of supporting documentation to follow the timing of the flowing gas transactions. [3.3.13/v1.0]

Electronic invoicing functions shall use common codes as identified by the NAESB WGQ Common Codes Task Force. [3.3.1/1.0]

GENERAL TERMS AND CONDITIONS

5. INVOICING (Continued)

5.5 Right of Examination

Both Company and Customer shall have the right to examine at any reasonable time the applicable books and records (or portions thereof) of the other to the extent necessary to verify the accuracy of any statement made under or pursuant to the provisions of the gas service contract. Upon receipt of a request, the requestee will either send the relevant information to the requestor or will provide the requestor the right to review such information in the requestee's offices.

6. PAYMENTS

6.1 Monthly Payment Date

Customer shall pay Company, at a bank designated by Company, so that payment is received and Company has available funds within ten (10) calendar days from the receipt of the invoice, for the natural gas service purchased by Customer during the preceding month and billed by Company pursuant to the Tariff and the gas service agreement.

Customer shall provide Company with supporting documentation with any payment as well as the appropriate invoice number on the payment(s). [3.3.18]

Party making payment shall submit supporting documentation; party receiving payment shall apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail shall be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the effective due date. [3.3.17]

If invoice is in dispute, Customer shall pay portion not in dispute and provide documentation identifying basis for the dispute. [3.3.19]

GENERAL TERMS AND CONDITIONS

6. PAYMENTS (Continued)

6.2 Remedies for Non-Payment

Should Customer fail to pay the entire amount of any invoice as herein provided when such amount is due, interest on the unpaid portion of such amount shall accrue at the rate of interest set forth in Section 154.501(d) of FERC's regulations from the date when the payment was due until the date payment is made. Interest applicable to such bill will be invoiced to Customer, pursuant to Section 5 of General Terms and Conditions, to the extent that the amount of interest is $25 or more.

If any portion of an amount so paid to Company by Customer is finally determined to be repayable to Customer, Company shall pay or credit such amount to Customer, together with interest thereon computed at the rate of interest set forth in Section 154.501(d) of FERC's regulations and accrued from the date payment thereof was made by Customer to Company to the date payment or credit thereof is made by Company.

If such failure to pay continues for thirty (30) days after payment is due and Company has provided Customer and the FERC with thirty (30) days notice that service will terminate due to the non-payment, Company, in addition to any other remedy it may have under the gas service agreement, may terminate the service agreement according to its terms; provided, however, that if Customer in good faith shall dispute the amount of any such invoice or part thereof and shall pay to Company such amounts as it concedes to be correct in addition to providing such remittance detail and documentation identifying the basis for the dispute; and at any time within thirty (30) days after a demand made by Company, shall furnish good and sufficient surety bond, guaranteeing payment to Company of the amount ultimately found due upon such invoices after a final determination, which may be reached either by agreement or judgment of the courts, as may be the case, then Company shall not be entitled to terminate the service agreement until default is made on the conditions of such bond; provided further that should Customer prevail on the dispute, Company shall reimburse Customer for the cost of the surety bond.

6.3 Billing Error

If it shall be found that at any time Customer has been overcharged or undercharged in any form whatsoever under the provisions of this Tariff, or a gas service agreement and Customer shall have actually paid the invoice containing such overcharge or undercharge, then within thirty days after the final determination thereof, Company shall refund the amount of such overcharge and Customer shall pay the amount of any such undercharge; provided, however, that interest calculated in accordance with Subsection 6.2 above shall apply to any overcharge or undercharge not paid or refunded within thirty days from the date of the determination of the amount of the undercharge or overcharge.

If a claim for an adjustment of the amount invoiced in any statement rendered by Company is made, such claim shall include documentation of the error, and the error shall be adjusted within thirty (30) days of the determination thereof; provided that any claim for an adjustment must be made no later than six months from the date the invoice to which the claimed error pertains was rendered unless (i) the parties mutually agree otherwise or (ii) the claimed error is the result of a deliberate omission or misrepresentation by either party or a mutual mistake of fact. In all cases in which a claim for an adjustment is made, the Customer or Company, as applicable has 90 days to dispute the claimed adjustment. In the case of adjustment claims made under (i) or (ii) above, the period for resolving adjustments will be tolled until the claimed adjustment is settled.

GENERAL TERMS AND CONDITIONS

6. PAYMENTS (Continued)

6.4 Prior Period Adjustments

Prior period adjustments are reported by production date, but they do not have to be invoiced separately by Production Month - nor is each Production Month a separate paper invoice page. [3.3.16/v1.0]

Prior period adjustment time limits shall be 6 months from the date of the initial transportation invoice with a 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. [3.3.15/v1.0]

No imbalance penalty shall be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty. [2.3.31/v1.1]

The statement of account shall report outstanding balances by invoice. [3.3.21/v1.2]

7. POSSESSION OF GAS

7.1 Control and Possession

Unless otherwise provided in the service agreement or applicable Rate Schedule, as between Company and Shipper, Shipper shall be deemed to be in exclusive control and possession of the gas to be transported (i) prior to receipt by Company at the Receipt Point(s), (ii) after receipt by Company, when the gas is in the custody of Shipper or Shipper's designee for separation, processing or other handling, and (iii) after delivery by Company at the Delivery Point(s); otherwise, Company shall be in exclusive control and possession of the gas. The party in exclusive control and possession of the gas shall be responsible for all injury or damage caused thereby to any third party.

7.2 Indemnification

In the absence of gross negligence or willful misconduct on the part of Company, Shipper waives any and all claims and demands against Company, its officers, employees or agents, arising out of or in any way connected with (i) the quality, use or condition of the gas after delivery from Company for the account of such Shipper, (ii) any losses or shrinkage of gas during or resulting from transportation hereunder, and (iii) all other claims and demands arising out of Company's performance of its duties hereunder.

8. OPERATIONAL FLOW ORDERS (OFO)

8.1 Circumstances Warranting OFO

Company shall have the right to issue OFOs as specified in this Section that require actions by Shippers/Balancing Parties in order (i) to alleviate conditions that threaten the integrity of Company's system, (ii) to maintain pipeline operations at the pressures required to provide efficient and reliable transportation services, (iii) to have adequate gas supplies in the system to deliver on demand, (iv) to maintain service to all firm Shippers, and (v) to maintain the system in balance for the foregoing purposes.

GENERAL TERMS AND CONDITIONS

8. OPERATIONAL FLOW ORDERS (OFO) (Continued)

8.1 Circumstances Warranting OFO (Continued)

Specific conditions that could prompt Company issuance of an OFO include:

(a) The inability of Company to receive scheduled gas at a Receipt Point or to deliver scheduled gas at a Delivery Point due to either an operational or weather related condition on the associated interconnected system.

(b) The receipt of gas that does not conform to Company's quality standards, as specified in Subsection 2.1 of the General Terms and Conditions.

8.2 Preliminary Notifications

Company shall provide, via posting on the System, prior notice to all Shippers and Balancing Parties of upcoming system events such as anticipated weather patterns and operational problems that may necessitate the issuance of an OFO.

8.3 Follow-up Reports

On a quarterly basis, Company will provide every Shipper and Balancing Party that was affected by an OFO during the previous quarter, a written report that details the underlying causes that warranted the issuance of the OFO during the quarter and explains why the actions required by the OFO were necessary to alleviate the identified problems.

8.4 Applicability of OFO

Company shall make an OFO as localized as is reasonably practicable based on Company's good faith and reasonable judgment concerning the situations requiring remediation such that an OFO will be directed (i) first to Shippers/Balancing Parties causing the problem necessitating the OFO or transporting gas in the area of the System in which there is an operational problem, and (ii) second to those Shippers/Balancing Parties transporting gas in the area of the System where action is required to correct the problem necessitating the OFO. Company will tailor the OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in Subsections 8.6 and 8.7 hereof.

8.5 Action Taken by Company Prior to Issuance of OFO

Company shall first attempt to isolate the impact of the operational problem by utilizing an OBA(s) at or in the area of Company's system where the problem is occurring. However, if neither the Balancing Party(ies) or the related Shippers are actively addressing the operational problem, Company shall then issue an OFO watch for such location.

Affected parties shall be directly notified via telephone and followed by a facsimile and subsequent posting to the System of the issuance of an OFO watch.

An OFO watch will state a period of time affected Shipper(s) have to address such condition with the Balancing Party(ies) and/or prepare alternative arrangements in the event an OFO is issued.

GENERAL TERMS AND CONDITIONS

8. OPERATIONAL FLOW ORDERS (OFO) (Continued)

8.6 OFO Notification

If the Company determines that the operational problem detailed in the OFO watch has not been adequately addressed with the time period specified in the OFO watch, Company shall then have the right to issue an OFO.

All OFOs will be issued via telephone and followed by a facsimile to the affected Shipper/Balancing Party, with subsequent posting to the System. The OFO will set forth (i) the time and date of issuance, (ii) the actions Shipper/Balancing Party is required to take, (iii) the time by which Shipper/Balancing Party must be in compliance with the OFO, (iv) the anticipated duration of the OFO, and (v) any other terms that Company may reasonably require to ensure the effectiveness of the OFO.

Each Shipper and Balancing Party must designate one or more persons, but not more than three persons, for Company to contact on operating matters at any time, on a 24-hour a day, 365-day a year basis. Such contact persons must have adequate authority and expertise to deal with such operating matters.

If Company cannot contact any Shipper/Balancing Party because that Shipper/Balancing Party has failed to designate a contact person or Shipper's/Balancing Party's contact person is unavailable, Company shall not be responsible for any consequences that could have been prevented by communication. Company will make reasonable continuing efforts to notify the affected Shipper/Balancing Party.

8.6.1 OFOs can be issued to effect any of the following:

(a) Curtailment of interruptible services;

(b) Restrictions of deliveries to a specific point or points covered by a Balancing Agreement to the aggregate Transportation Quantity under the firm transportation agreements with primary Delivery Points at the affected locations; and/or

(c) Forced balancing such that Balancing Parties will be required to assure that nominations equal flows and that receipts and deliveries fall within the tolerance level designated in the OFO.

8.6.2 Notice of Service Interruption

If a full interruption, partial curtailment, or reduction of service due to an OFO shall become necessary, Company shall directly notify affected Shipper(s) and post, as soon as possible, a summary of the service interruption. The posting shall contain information about the status of the operational variables that 1) prompted such service interruption and 2) the estimated effective period that the interruption will be in effect. In addition, Company shall post routine status updates throughout the interruption period.

Company shall provide an estimate of the quantity of gas it will be able to transport for the affected Shippers during the service interruption period and shall give like notice of the cessation of such interruption.

GENERAL TERMS AND CONDITIONS

8. OPERATIONAL FLOW ORDERS (OFO) (Continued)

8.7 Shipper/Balancing Party Compliance

A Shipper/Balancing Party must comply with an OFO within the time period set forth therein unless the Shipper/Balancing Party is able to demonstrate that such compliance (i) is not within the Shipper's/Balancing Party's physical control or capability; (ii) is prevented by operating conditions on a third party system that are beyond the Shipper's/Balancing Party's control; (iii) is precluded by contractual restrictions or the lack of any contract at all with persons other than Company; and/or (iv) is prevented due to a force majeure event as defined in Section 10 of Company's General Terms and Conditions. The Shipper/Balancing Party shall make a good faith effort to comply with any such OFO, including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third party systems.
Shipper/Balancing Party shall notify Company immediately if it believes that it is excused from compliance with the OFO for any of the above stated reasons and shall provide Company with documentation sufficient to support its basis for non-compliance.

8.8 Treatment of Shipper Imbalances

At the time an OFO is issued, affected Shippers will be notified of any imbalances that require immediate resolution pursuant to one of Company's imbalance resolution methods as detailed in Subsection 3.9 of the General Terms and Conditions of Company's FERC Gas Tariff.

Quantities parked and loaned under Rate Schedule PAL may be utilized by Shipper to net or trade against Shipper Imbalances to facilitate the immediate elimination of such imbalances.

8.9 Failure to Respond to OFO

8.9.1 Unilateral Action

In the event that Shipper/Balancing Party does not respond to an OFO, or the actions taken thereunder are insufficient to correct the System problem for which the OFO was issued, or there is insufficient time to carry out the procedures with respect to OFO's, Company may periodically take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Company's system (or any portion thereof).

GENERAL TERMS AND CONDITIONS

8. OPERATIONAL FLOW ORDERS (OFO) (Continued)

8.9 Failure to Respond to OFO (Continued)

8.9.1 Unilateral Action (Continued)

For purposes of this Section, the operational integrity of Company's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas delivered.

8.9.2 OFO Penalty

If a Shipper/Balancing Party fails to comply with an OFO it will be subject to a Failure to Respond OFO Charge for each Dekatherm of gas by which it deviated from the requirements of the OFO. The daily Failure to Comply OFO Charge shall be computed based on a price per Dekatherm equal to three times the midpoint of the range of prices reported for "Chicago city-gates" as published in the Daily price survey in Platts Gas Daily for the flow day on which the OFO is issued.

8.9.3 Waiving of Penalty/Charges

A Balancing Party shall not incur any charges or penalties if such charges or penalties resulted from Shipper's/Balancing Party's compliance with an OFO, including any preliminary action taken by Shipper/Balancing Party in response to an OFO watch issued by Company as a precondition to an OFO.

A Shipper/Balancing Party shall not incur any penalties if the OFO was necessitated exclusively by Company's negligence or willful misconduct.

8.9.4 All amounts invoiced and collected by Company as payment of OFO penalties under Subsection 8.9.2, net of incremental administrative charges, will be treated as OFO penalties and shall be allocated by Company to Shippers using the methodology set forth in Subsection 23.1 of the General Terms and Conditions.

8.10 Liability of Company

Company shall not be liable for any costs incurred by any Shipper/Balancing Party in complying with an OFO. Company shall not be responsible for any damages that result from any interruption in Shipper's/Balancing Party's service that is a result of a Shipper's/Balancing Party's failure to comply promptly and fully with an OFO, and the noncomplying Shipper/Balancing Party shall indemnify Company against any claims of responsibility. However, Company shall use reasonable efforts to minimize any such costs or damages, and nothing herein shall exempt Company from liability in the event of Company's negligence or willful misconduct.

GENERAL TERMS AND CONDITIONS

9. TITLE TO GAS

9.1 General

This Section shall apply to all transportation service unless otherwise provided in the applicable Rate Schedule or service agreement.

9.2 Warranty of Title to Gas

Shipper warrants for itself, its successors and assigns, that it will have, at the time of delivery of gas hereunder, good title and/or the good right to deliver the gas, that the gas it delivers hereunder shall be free and clear of all liens, encumbrances and claims whatsoever, that Shipper will indemnify Company and save Company harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees, or charges thereon that are applicable for such delivery of gas and that Shipper will indemnify Company and save Company harmless from all taxes or assessments that may be levied and assessed upon such delivery and that are by law payable by and the obligation of the party making such delivery. If Shipper's title or right to deliver gas to be transported is questioned or involved in any action, Shipper shall not qualify for or shall be ineligible to continue to receive service until such time as Shipper's title or right to delivery is free from question; provided, however, Company shall allow Shipper to qualify for or continue receiving service under this Tariff if Shipper furnishes a bond satisfactory to Company. Title to the gas received by Company at the Receipt Point(s) shall not pass to Company, except as provided in Company's Rate Schedules LMS-MA and LMS-PA, and title to gas delivered for Company's system fuel and uses and gas lost and unaccounted for shall pass to Company upon delivery at the Receipt Point(s). To the extent Company sells gas to a Shipper or Balancing Party pursuant to the cash out provisions in Rate Schedules LMS-MA or LMS-PA, Company shall indemnify and hold Shipper or Balancing Party harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims of any and all persons to said gas and/or royalties, taxes, license fees, or charges thereon.

9.3 Title Transfer Tracking

9.3.1 General

Title transfer tracking improves quantity certainty. [1.1.10]

Users of title transfer tracking services shall bear the cost of that service if Company determines that the incremental cost to provide such service measurably exceeds the administrative costs to invoice for such service. [1.1.11/v1.01]

GENERAL TERMS AND CONDITIONS

9. TITLE TO GAS (Continued)

9.3 Title Transfer Tracking (Continued)

9.3.1 General (Continued)

Title transfers into and/or out of Title Transfer Tracking Service Provider shall be able to occur regardless of the service class of any related transportation. [1.1.21/v1.5]

At a minimum, Company shall be responsible for accommodating Title Transfer Tracking services at all points identified by Company as pooling points (Transfer Points), where Title Transfer Tracking services are requested. In absence of existing pooling points or in addition to existing pooling points where access to Title Transfer Tracking is not reasonably accessible for supply receipt locations covered by an OBA, Company shall be responsible for accommodating Title Transfer Tracking at no less than one location. [1.3.64/v1.5]

All Title Transfer Tracking services shall be performed under a contract or other arrangements between the Account Holder and their Title Transfer Tracking Service Provider. [1.3.68/v1.5]

The Title Transfer Tracking services shall be supported by means of nominations, quick responses and scheduled quantities processes. [1.3.65/v1.5]

A party to a transaction shall nominate, or otherwise communicate in a mutually agreeable manner, the identity of their transaction counterparty along with the applicable, associated nominations-related information to the appropriate Confirming Party or Title Transfer Service Provider. Failure to so act can result in the failure of the subject transaction to be communicated to and scheduled by Company. [1.3.74/v1.5]

9.3.2 Nominations for Company Provided Title Transfer Tracking

A title transfer Nomination is a nomination line item requesting service of Title Transfer Tracking and is sent by an Account Holder to a Title Transfer Tracking Service Provider. [1.2.19/v1.5]

9.3.3 Third Party Provided Title Transfer Tracking

All Third Party Account Administrators wishing to provide title transfer tracking service shall so notify Company. All coordination between Third Party Account Administrators and Company shall be performed under a contract between the parties. Where Company is a Title Transfer Tracking Service Provider on its system, tariff provisions (terms, conditions, and rates) or general terms and conditions of Company, will take the place of a contract. [1.3.66/v1.5]

GENERAL TERMS AND CONDITIONS

9. TITLE TO GAS (Continued)

9.3 Title Transfer Tracking (Continued)

9.3.3 Third Party Provided Title Transfer Tracking (Continued)

Upon reasonable request of the Third Party Account Administrator, Company shall provide the Third Party Account Administrator with one of the following for conducting title transfer tracking activity:

(a) location code(s);

(b) contract identifier(s) used in the exchange of transactional data;

(c) both (a) and (b) above.

In any event, Title Transfer Tracking activity is always performed at or with respect to a location (physical or logical). [1.3.67/v1.5]

Company shall communicate with any Title Transfer Tracking Service Provider that performs according to the applicable contract between the Title Transfer Tracking Service Provider and Company, and that operates in accordance with those NAESB WGQ standards applicable to Title Transfer Tracking. [1.3.69/v1.5]

If Company has decided to offer Title Transfer Tracking service by means of an arrangement (including an agreement) with a party which will act as Company's designated party, and regardless of communication methodology between Account Holders and such designated party, Company shall, upon request, identify the Title Transfer Tracking Service Provider(s) at a location which have established active Title Transfer Tracking arrangements with Company. The relevant information to be provided shall include the name of each Title Transfer Tracking Service Provider, the ID code for each Title Transfer Tracking Service Provider used by Company, the contract number for each Title Transfer Tracking Service Provider assigned by Company (where applicable), the location code(s) nominatable to Company for transportation service to or from the location associated with each Title Transfer Tracking Service Provider. If, in the future, the common code for locations central repository includes listing of Title Transfer Tracking Service Providers by location, the requirements of this standard shall be met. [1.3.73/v1.5]

GENERAL TERMS AND CONDITIONS

10. EXCUSE OF PERFORMANCE

10.1 Relief from Liability

Neither Company nor Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any (i) maintenance, construction, tests, rehabilitation, repairs on pipeline or (ii) force majeure events, including acts of God, strikes, lockouts or other industrial disturbances, controversies with landowners, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, tropical storms or hurricanes, washouts, arrests or restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, temporary failure of gas supply that was contracted on a firm basis, partial or total failure or unavailability of capacity that was contracted on a firm basis, inability to obtain or unavoidable delay in obtaining materials, supplies, equipment, permits or labor to perform or comply with any obligations or conditions of an agreement, inability to obtain access to right-of-way, the binding order of any court or governmental authority that has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, and whether caused or occasioned by or happening on account of the act or omission of one of the parties to the gas service agreement between Company and Shipper or some person or concern not a party thereto, not within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

10.2 Liabilities Not Relieved

Such causes or contingencies affecting the performance of said gas transportation contract by either party, however, shall not relieve it of liability 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 dispatch, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on. The inability to obtain and resell gas supply at a profit shall not relieve a party of liability. Nothing contained herein shall be construed to require either party to settle or prevent a strike or other controversy with employees or with anyone purporting or seeking to represent employees or a controversy with a landowner.

GENERAL TERMS AND CONDITIONS

10. EXCUSE OF PERFORMANCE (Continued)

10.3 Termination of Agreements

If either Company or Customer shall fail to perform a material covenant or obligation imposed upon it by the service agreement, subject to the applicable provisions of this Tariff, then in such event the other party may at its option terminate said agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon, the party in default shall have thirty days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice of terminating the agreement, and if within said period of thirty days the party in default does so remove and remedy said cause or causes and fully indemnify the party not in fault for any and all consequences of such breach, then such notice shall be withdrawn and the agreement shall continue in full force and effect.

In case the party in default does not so remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach within said period of thirty days, the agreement shall terminate; provided, however, that Company may not terminate the agreement until it has obtained the authorization required by valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

Any cancellation of the agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Company to collect any amounts then due to it for natural gas service rendered prior to the time of cancellation and shall be without prejudice to the right of Customer to receive any gas which it has not received but has delivered to Company, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the contract.

11. NOTICES

11.1 Contractual Notices

Except when the General Terms and Conditions of Company's Tariff requires communication via the System, any communication, notice, request, demand, or statement provided for in the Tariff or in a service agreement, or any notice that either Company or Customer may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered five days after the date the notice is mailed by either post-paid registered or ordinary mail or when sent by cable, telecopy, telex, express mail service, electronic mail or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known post office address, or at such other address as either party may designate.

GENERAL TERMS AND CONDITIONS

11. NOTICES (Continued)

11.2 System-Wide Notices

System-wide notices have a separate category for notices that are not critical. [5.3.18/v1.0]

Company shall post system-wide notices. Such notices shall use the standard data elements dictated by the NAESB WGQ and adopted by FERC.

11.3 Critical Notices

Critical notices shall be defined to pertain to information on Company conditions that affect scheduling or adversely affect scheduled gas flow. [5.2.1/v1.0]

Company shall post critical notices. Such notices shall use the standard data elements dictated by the NAESB WGQ and adopted by FERC.

Notices shall describe the conditions and the specific responses required from the affected parties.

11.4 Intra-day Bump Notices

Intra-day bump notices shall contain at least the affected Service Requester Contract, Receipt and/or Delivery Location, and Receipt and/or Delivery Point Quantity from the Scheduled Quantity (NAESB WGQ Standard 1.4.5). [5.3.40/v1.4]

Intra-day bump notices shall indicate whether daily penalties apply for the Gas Day for which quantities are reduced. [1.3.51/v1.4]

11.5 Electronic Notice Delivery

Electronic notice delivery is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM. [5.2.2/v1.4]

Company shall provide affected parties with notification of intra-day bumps, Operational Flow Orders and other critical notices through the affective party's choice of Electronic Notice Delivery mechanism(s). [5.3.34/v1.4]

Company shall support the concurrent sending of electronic notification of intra-day bumps, Operational Flow Orders and other critical notices to two Internet E-mail addresses for each affected party. [5.3.36/v1.4]

Unless the affected party and Company have agreed to exclusive notification via EDI/EDM, the affected party shall provide Company one Internet E-mail address to be used for Electronic Notice Delivery of intra-day bumps, Operational Flow Orders and other critical notices. Company's obligation to provide notification is waived until the above requirement has been met. [5.3.35/v1.4]

Affected parties shall manage internal distribution of notices received by Electronic Notice Delivery. [5.3.37/v1.4]

GENERAL TERMS AND CONDITIONS

11. NOTICES (Continued)

11.5 Electronic Notice Delivery (Continued)

When sending Internet E-mail notifications for intra-day bumps, Operational Flow Orders and other critical notices, the subject line of the E-mail shall include the following information separated by commas in the following order: (i) "Critical", (ii) Notice Type label (per NAESB WGQ Standard 4.3.29), (iii) the Notice Effective Date in YYYYMMDD format, (iv) the name or abbreviation of Company (excluding commas), and (v) Company's D-U-N-S(R) Number. [5.3.38/v1.4]

Company may offer notification mechanisms in addition to those referenced in NAESB WGQ Standard 5.3.34 (e.g., EBB/EDM, FF/EDM). Company shall include at least the same level of information for notification of an intra-day bump, Operational Flow Order or other critical notice regardless of the method of notification. [5.3.39/v1.4]

11.6 Recalled Capacity Notices

Recalled capacity notices shall indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. [5.3.49/v1.7]

Affected Replacement Shippers shall manage internal distribution of notification of recall received from Company. [5.3.52/v1.7]

Notice of the allocation of capacity between the Releasing Shipper, provided through Company's Customer Activity Web site, and the Replacement Shipper(s), provided for in NAESB WGQ Standards 5.3.45 and 5.3.46, shall be provided in a manner that will permit affected parties sufficient time, as provided for in NAESB WGQ Standard 5.3.44, to place nominations or take other corrective actions to avoid penalties. [5.1.4/v1.7]

12. (RESERVED FOR FUTURE USE)

13. NONWAIVER AND FUTURE DEFAULT

No waiver by either Company or Customer of any one or more defaults by the other in the performance of any provisions of a gas service agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

14. SCHEDULES AND AGREEMENTS SUBJECT TO REGULATION AND CHANGE

This Tariff, including these General Terms and Conditions and the respective obligations of the parties under the gas service agreements, 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

15. FLEXIBLE POINT RIGHTS AND SEGMENTATION (Continued)

15.1 Flexible Point Rights (Continued)

A nomination line item that has 1) its Receipt Point and/or its Delivery Point outside the Transportation Path and 2) its nominated flow direction is in the Transportation Path direction shall be referred to as an OPID nomination line item.

A nomination line item that has 1) its Receipt Point and its Delivery Point within the Transportation Path and 2) its nominated flow direction is opposite of the Transportation Path direction shall be referred to as an IPOD nomination line item.

A nomination line item that has 1) its Receipt Point and/or its Delivery Point outside the Transportation Path and 2) its nominated flow direction is opposite of the Transportation Path direction shall be referred to as an OPOD nomination line item.

15.2 Point Capacity Scheduling Rights

15.2.1 Primary Scheduling Rights

A Rate Schedule FT-A, FT-B, FT-C or FT-GS Shipper's primary capacity scheduling rights will be initially located at the Receipt Point and Delivery Point that define such Shipper's Transportation Path.

15.2.2 Relocation of Primary Scheduling Rights

Subject to the availability of firm point capacity on Company's system in the direction of flow specified in a Rate Schedule FT-A, FT-B or FT-C Shipper's Transportation Path, such Shipper shall have the ability to relocate primary capacity scheduling rights at one or more Receipt Points or Delivery Points under its transportation agreement up to a total quantity of gas equal to the Shipper's Transportation Quantity.

Subject to the availability of firm point capacity on Company's system in the direction of flow specified in a Rate Schedule FT-GS Shipper's Transportation Path, such Shipper shall have the ability to relocate primary capacity scheduling rights at one or more Receipt Points under its transportation agreement up to a total quantity of gas equal to the Shipper's Transportation Quantity.

A request by a Rate Schedule FT-A, FT-B, FT-C or FT-GS Shipper to Company to relocate its primary scheduling rights under its transportation agreement, which includes the term of the relocation, must be made no later than 1:00 P.M. CCT on the day before nominations are due.

Company shall notify Shipper of its inability to relocate primary scheduling rights. Such notification, which will detail the reason for the request not being implemented, shall be made at least one hour before the timely cycle nominations are due.

A Rate Schedule FT-A, FT-B, FT-C or FT-GS Shipper retains the option to return to its base original scheduling rights position at the end of the relocation period.

15.2.3 Obligation Under Relocation of Primary Scheduling Rights

If Shipper's service is provided pursuant to Rate Schedule(s) FT-A, FT-B, FT-C or FT-GS, Shipper's charges, as determined in accordance with Section 5 of Rate Schedule(s) FT-A, FT-B, FT-C or FT-GS, shall not be affected by the relocation of primary scheduling rights.

15. FLEXIBLE POINT RIGHTS AND SEGMENTATION (Continued)

15.1 Flexible Point Rights (Continued)

A nomination line item that has 1) its Receipt Point and/or its Delivery Point outside the Transportation Path and 2) its nominated flow direction is in the Transportation Path direction shall be referred to as an OPID nomination line item.

A nomination line item that has 1) its Receipt Point and its Delivery Point within the Transportation Path and 2) its nominated flow direction is opposite of the Transportation Path direction shall be referred to as an IPOD nomination line item.

A nomination line item that has 1) its Receipt Point and/or its Delivery Point outside the Transportation Path and 2) its nominated flow direction is opposite of the Transportation Path direction shall be referred to as an OPOD nomination line item.

15.2 Point Capacity Scheduling Rights

15.2.1 Primary Scheduling Rights

A Rate Schedule FT-A, FT-B, FT-C, FT-D or FT-GS Shipper's primary capacity scheduling rights will be initially located at the Receipt Point and Delivery Point that define such Shipper's Transportation Path.

15.2.2 Relocation of Primary Scheduling Rights

Subject to the availability of firm point capacity on Company's system in the direction of flow specified in a Rate Schedule FT-A, FT-B, FT-C or FT-D Shipper's Transportation Path, such Shipper shall have the ability to relocate primary capacity scheduling rights at one or more Receipt Points or Delivery Points under its transportation agreement up to a total quantity of gas equal to the Shipper's Transportation Quantity.

Subject to the availability of firm point capacity on Company's system in the direction of flow specified in a Rate Schedule FT-GS Shipper's Transportation Path, such Shipper shall have the ability to relocate primary capacity scheduling rights at one or more Receipt Points under its transportation agreement up to a total quantity of gas equal to the Shipper's Transportation Quantity.

A request by a Rate Schedule FT-A, FT-B, FT-C, FT-D or FT-GS Shipper to Company to relocate its primary scheduling rights under its transportation agreement, which includes the term of the relocation, must be made no later than 1:00 P.M. CCT on the day before nominations are due.

Company shall notify Shipper of its inability to relocate primary scheduling rights. Such notification, which will detail the reason for the request not being implemented, shall be made at least one hour before the timely cycle nominations are due.

A Rate Schedule FT-A, FT-B, FT-C, FT-D or FT-GS Shipper retains the option to return to its base original scheduling rights position at the end of the relocation period.

15.2.3 Obligation Under Relocation of Primary Scheduling Rights

If Shipper's service is provided pursuant to Rate Schedule(s) FT-A, FT-B, FT-C, FT-D or FT-GS, Shipper's charges, as determined in

15. FLEXIBLE POINT RIGHTS AND SEGMENTATION (Continued)

15.2 Point Capacity Scheduling Rights (Continued)

15.2.4 Secondary/Interruptible Capacity Scheduling Rights

The Receipt Points and Delivery Points within a Rate Schedule FT-A, FT-B, or FT-C Shipper's Transportation Path that do not have primary capacity scheduling rights are automatically assigned SIP capacity scheduling rights by Company.

The Receipt Points within a Rate Schedule FT-GS Shipper's Transportation Path that do not have primary capacity scheduling rights are automatically assigned SIP capacity scheduling rights by Company.

The Receipt Points and Delivery Points outside of a Rate Schedule FT-A, FT-B, or FT-C Shipper's Transportation Path are automatically assigned SOP capacity scheduling rights by Company.

The Receipt Points outside of a Rate Schedule FT-GS Shipper's Transportation Path are automatically assigned SOP capacity scheduling rights by Company.

The Receipt Points and Delivery Points under an Interruptible Rate Schedule IT Transportation Agreement share equal interruptible scheduling priority rights.

15.3 Segmentation Rights

15.3.1 Segmentation via Nominations

A Rate Schedule FT-A, FT-B, FT-C or IT Shipper, or its Agent, may segment its transportation agreement into separate parts for its own use through the nomination process, to the extent such segmentation is operationally feasible. The primary scheduling rights for a segment shall be relocated in accordance with Subsection 15.2.2 hereof.

Company will not permit a Rate Schedule FT-A, FT-B, FT-C or IT Shipper, or its Agent, to segment capacity via the nomination process when the nominations by such party exceed the Transportation Quantity of the underlying transportation agreement at any mainline location, within or outside of its Transportation Path for a given nomination cycle. Nominations of gas quantities in opposing flow directions to the same point location may overlap at such point to the extent individual nominated gas quantities do not exceed the Transportation Quantity.

If Company determines that a Shipper, or its Agent, has nominated a transportation agreement in a way that is not operationally feasible, Company shall notify the nominating party, in writing, at the time the nomination is rejected. In such notice, Company shall describe why the nomination was denied for operational reason(s).

15.3.2 Segmentation via Capacity Release

A Rate Schedule FT-A, FT-B or FT-C Shipper may segment its transportation agreement for the purpose of releasing capacity in accordance with Section 21 of the General Terms and Conditions of Midwestern's FERC Gas Tariff to the extent such segmentation is operationally feasible.

The primary capacity scheduling rights for both the unreleased segment and the released segment shall be relocated in accordance with Subsection 15.2 hereof.

15. FLEXIBLE POINT RIGHTS AND SEGMENTATION (Continued)

15.2 Point Capacity Scheduling Rights (Continued)

15.2.3 Obligation Under Relocation of Primary Scheduling Rights (Continued)

accordance with Section 5 of Rate Schedule(s) FT-A, FT-B, FT-C, FT-D or FT-GS, shall not be affected by the relocation of primary scheduling rights.

15.2.4 Secondary/Interruptible Capacity Scheduling Rights

The Receipt Points and Delivery Points within a Rate Schedule FT-A, FT-B, FT-C or FT-D Shipper's Transportation Path that do not have primary capacity scheduling rights are automatically assigned SIP capacity scheduling rights by Company.

The Receipt Points within a Rate Schedule FT-GS Shipper's Transportation Path that do not have primary capacity scheduling rights are automatically assigned SIP capacity scheduling rights by Company.

The Receipt Points and Delivery Points outside of a Rate Schedule FT-A, FT-B, FT-C or FT-D Shipper's Transportation Path are automatically assigned SOP capacity scheduling rights by Company.

The Receipt Points outside of a Rate Schedule FT-GS Shipper's Transportation Path are automatically assigned SOP capacity scheduling rights by Company.

The Receipt Points and Delivery Points under an Interruptible Rate Schedule IT Transportation Agreement share equal interruptible scheduling priority rights.

15.3 Segmentation Rights

15.3.1 Segmentation via Nominations

A Rate Schedule FT-A, FT-B, FT-C, FT-D or IT Shipper, or its Agent, may segment its transportation agreement into separate parts for its own use through the nomination process, to the extent such segmentation is operationally feasible. The primary scheduling rights for a segment shall be relocated in accordance with Subsection 15.2.2 hereof.

Company will not permit a Rate Schedule FT-A, FT-B, FT-C, FT-D or IT Shipper, or its Agent, to segment capacity via the nomination process when the nominations by such party exceed the Transportation Quantity of the underlying transportation agreement at any mainline location, within or outside of its Transportation Path for a given nomination cycle. Nominations of gas quantities in opposing flow directions to the same point location may overlap at such point to the extent individual nominated gas quantities do not exceed the Transportation Quantity.

If Company determines that a Shipper, or its Agent, has nominated a transportation agreement in a way that is not operationally feasible, Company shall notify the nominating party, in writing, at the time the nomination is rejected. In such notice, Company shall describe why the nomination was denied for operational reason(s).

GENERAL TERMS AND CONDITIONS

15. FLEXIBLE POINT RIGHTS AND SEGMENTATION (Continued)

15.3 Segmentation Rights (Continued)

15.3.2 Segmentation via Capacity Release (Continued)

Company will not permit a Rate Schedule FT-A, FT-B, or FT-C Shipper to segment capacity via the capacity release process when the Transportation Path segments requested by the Shipper exceed the Transportation Quantity of the underlying transportation agreement at any mainline location within or outside of its Transportation Path subject to Section 21 of the GT&C.

If Company determines that a Rate Schedule FT-A, FT-B, or FT-C Shipper has requested to segment its transportation agreement in a way that is not operationally feasible, Company shall notify the Releasing Shipper, in writing, at the time the request is rejected. In such notice, Company shall describe why the capacity release request was denied for operational reason(s).

16. ELECTION OF RIGHT-OF-FIRST REFUSAL AND EXTENSION OF LONG TERM FIRM SERVICE AGREEMENTS

16.1 Applicability

Unless Company and Shipper expressly agree otherwise in Shipper's service agreement, this Section 16 shall apply only to long term firm service agreements at the applicable Maximum Rate or to long term firm service agreements entered into prior to March 27, 2000 (qualifying agreement(s)).

15. FLEXIBLE POINT RIGHTS AND SEGMENTATION (Continued)

15.3 Segmentation Rights (Continued)

15.3.2 Segmentation via Capacity Release

A Rate Schedule FT-A, FT-B, FT-C or FT-D Shipper may segment its transportation agreement for the purpose of releasing capacity in accordance with Section 21 of the General Terms and Conditions of Midwestern's FERC Gas Tariff to the extent such segmentation is operationally feasible.

The primary capacity scheduling rights for both the unreleased segment and the released segment shall be relocated in accordance with Subsection 15.2 hereof.

Company will not permit a Rate Schedule FT-A, FT-B, FT-C or FT-D Shipper to segment capacity via the capacity release process when the Transportation Path segments requested by the Shipper exceed the Transportation Quantity of the underlying transportation agreement at any mainline location within or outside of its Transportation Path subject to Section 21 of the GT&C.

If Company determines that a Rate Schedule FT-A, FT-B, FT-C or FT-D Shipper has requested to segment its transportation agreement in a way that is not operationally feasible, Company shall notify the Releasing Shipper, in writing, at the time the request is rejected. In such notice, Company shall describe why the capacity release request was denied for operational reason(s).

16. ELECTION OF RIGHT-OF-FIRST REFUSAL AND EXTENSION OF LONG TERM FIRM SERVICE AGREEMENTS

16.1 Applicability

Unless Company and Shipper expressly agree otherwise in Shipper's service agreement, this Section 16 shall apply only to long term firm service agreements at the applicable Maximum Rate or to long term firm service agreements entered into prior to March 27, 2000 (qualifying agreement(s)).

GENERAL TERMS AND CONDITIONS

15. FLEXIBLE POINT RIGHTS AND SEGMENTATION

15.1 Flexible Point Rights

A Rate Schedule FT-A, FT-B, FT-C or IT Shipper, or its agent, may, pursuant to its transportation agreement, nominate any Receipt Point or Delivery Point on Company's pipeline system.

A Rate Schedule FT-GS Shipper, or its agent, may, pursuant to its transportation agreement, nominate any Receipt Point on Company's system.

Rate Schedule FT-A, FT-B or FT-C Shippers shall have access to all Receipt Points and Delivery Points within their Transportation Path at a higher capacity allocation priority than Receipt Points and Delivery Points outside of their Transportation Path.

Rate Schedule FT-GS Shippers shall have access to all Receipt Points within their Transportation Path at a higher capacity allocation priority than Receipt Points outside of their Transportation Path.

A nomination line item that has 1) its Receipt Point and its Delivery Point within the Transportation Path and 2) its nominated flow direction is in the Transportation Path direction shall be referred to as an IPID nomination line item.

GENERAL TERMS AND CONDITIONS

15. FLEXIBLE POINT RIGHTS AND SEGMENTATION

15.1 Flexible Point Rights

A Rate Schedule FT-A, FT-B, FT-C, FT-D or IT Shipper, or its agent, may, pursuant to its transportation agreement, nominate any Receipt Point or Delivery Point on Company's pipeline system.

A Rate Schedule FT-GS Shipper, or its agent, may, pursuant to its transportation agreement, nominate any Receipt Point on Company's system.

Rate Schedule FT-A, FT-B, FT-C or FT-D Shippers shall have access to all Receipt Points and Delivery Points within their Transportation Path at a higher capacity allocation priority than Receipt Points and Delivery Points outside of their Transportation Path.

Rate Schedule FT-GS Shippers shall have access to all Receipt Points within their Transportation Path at a higher capacity allocation priority than Receipt Points outside of their Transportation Path.

A nomination line item that has 1) its Receipt Point and its Delivery Point within the Transportation Path and 2) its nominated flow direction is in the Transportation Path direction shall be referred to as an IPID nomination line item.

GENERAL TERMS AND CONDITIONS

16. ELECTION OF RIGHT-OF-FIRST REFUSAL AND EXTENSION OF LONG TERM FIRM SERVICE AGREEMENTS (Continued)

16.2 Right of First Refusal

A Shipper holding a qualifying agreement may exercise a right-of-first refusal in accordance with, and subject to, the procedures and limitations set forth below; provided, however, that if the qualifying agreement is at a negotiated or less than maximum rate, such agreement must be extended at the applicable maximum rate for a term of one year or more in order to retain a right-of-first refusal beyond the extended term.

Company shall provide notice to a Shipper receiving service from Company pursuant to Part 284 of the Commission's regulations under a qualifying agreement thirteen (13) months prior to the expiration of the agreement's primary term.

For agreements with a primary term extending for more than one year and less than five years, unless Shipper elects upon six (6) months prior written notice to Company to terminate the agreement in whole or to request a lesser extension of term, the agreement will automatically extend upon the expiration of the primary term for a term of five years. Thereafter the agreement shall repeatedly extend for successive five year terms unless Shipper provides notice as described herein in advance of the expiration of a succeeding term.

For agreements with a primary term extending for a minimum term of five years, unless Shipper elects upon one year's prior written notice to Company to terminate the agreement or to request a lesser extension of term, the agreement will automatically extend upon the expiration of the primary term for a term of five years. Thereafter the agreement shall repeatedly extend for successive five year terms unless Shipper provides notice as described herein in advance of the expiration of a succeeding term.

Unless Company and Shipper expressly agree otherwise in Shipper's service agreement, a right-of-first refusal does not apply to negotiated rate arrangements, to firm service agreements at less than the applicable maximum rate or to firm service agreements with a term of less than one year. In addition, the right of first refusal will not be applicable to interim service agreements for entitlement associated with expansion/extension projects as set forth in Section 35 of the General Terms and Conditions.

16.3 Extension of Less Than One Year

If a Shipper, pursuant to the terms of a qualifying agreement, elects to 1) extend its agreement or any portion thereof for less than one year or 2) terminate its agreement in its entirety or 3) request an extension of its agreement for a term less than five (5) years which is rejected by Company or 4) request an extension of its agreement at a rate less than the maximum rate, then Company, at its option, shall either accept Shipper's lesser extension period or Shipper's request at less than the maximum rate or the capacity under such agreement shall be made available in accordance with the following:

(a) Company shall post the capacity for bidding on the System 180 days prior to the termination of the service agreement. The capacity will remain posted on the System for a minimum of 20 days with such posting containing the following information with respect to the capacity:

(i) daily and other applicable quantity limitations of capacity available;

(ii) Transportation Path;

GENERAL TERMS AND CONDITIONS

16. ELECTION OF RIGHT-OF-FIRST REFUSAL AND EXTENSION OF LONG TERM FIRM SERVICE AGREEMENTS (Continued)

16.3 Extension of Less Than One Year (Continued)

(iii) maximum demand charge as set forth in the Summary of Rates and Charges in Company's FERC Gas Tariff;

(iv) any minimum acceptable Bid;

(v) any applicable restrictions; and

(vi) the last day of the Bidding Period.

(b) Upon conclusion of the Bidding Period, Company shall evaluate the Bids in accordance with the present value formula set forth in Section 21 of the General Terms and Conditions for the evaluation of Bids under Company's capacity release mechanism; provided that any Bid rate higher than the maximum applicable rate shall be deemed to be equal to the maximum applicable rate.

GENERAL TERMS AND CONDITIONS

16. ELECTION OF RIGHT-OF-FIRST REFUSAL AND EXTENSION OF LONG TERM FIRM SERVICE AGREEMENTS (Continued)

16.3 Extension of Less Than One Year (Continued)

(c) Within 5 days of the close of the Bidding Period, Company shall notify Shipper of the Bid meeting all the criteria in Section (a) hereof that has the highest present value to Company ("Highest Bid"). Shipper shall have 25 days after receiving notice to notify Company as to whether it will match the Highest Bid. If the Shipper elects to match the Highest Bid, it must execute a new service agreement that contains the terms of that Bid prior to the termination of its existing long term firm service agreement; provided, however, that Shipper shall not be required to pay any rate higher than the maximum applicable rate.

(d) If Company receives no qualifying Bids on the capacity, then Shipper may continue to receive service at the maximum rate or such other rate as Company and Shipper mutually agree. A Shipper paying the maximum rate may determine the term of the extended service. If such a term is one year or more, a Shipper who continues service under such basis shall retain its right of first refusal.

17. (RESERVED FOR FUTURE USE)

Sheet No. 249 is being reserved for future use.

GENERAL TERMS AND CONDITIONS

18. FERC ANNUAL CHARGE ADJUSTMENT

18.1 General

Company, from time to time, shall adjust the rates for Funding Services as specified in Section 18 hereof, to reflect the annual charge assessed Company by the Federal Energy Regulatory Commission (Annual Charge) pursuant to Order No. 472 or any other superseding or related rule or order.

18.2 Funding Services

Funding Services shall include all transportation services under Rate Schedules in Volume No. 1 of Company's FERC Gas Tariff, and all transportation services for interstate pipelines, intrastate pipelines, distribution companies, or for ultimate consumers under Rate Schedules in Volume No. 2 of Company's FERC Gas Tariff.

18.3 Filing of Annual Charge Rate Adjustment

The effective rates for Funding Services under Rate Schedules in Volume No. 1 of Company's FERC Gas Tariff shall be the Rate After Adjustments for each applicable Rate Schedule shown on Company's effective Summary of Rates and Charges reflecting the Current Annual Charge Rate Adjustment under this Section 18.

18.4 Effective Date of Adjustment

The Effective Date of Adjustment for each Annual Charge Rate Adjustment filed pursuant to this Section 18 shall be October 1 of each year. The Annual Charge Rate Adjustment shall become effective on the Effective Date of Adjustment without suspension or refund obligation.

18.5 Filing Procedures

At least thirty days prior to the Effective Date of Adjustment, Company shall file with the Federal Energy Regulatory Commission and post revised Tariff sheets reflecting the Current Annual Charge Rate Adjustment.

18. FERC ANNUAL CHARGE ADJUSTMENT (Continued)

18.6 Current Annual Charge Rate Adjustment

The Current Annual Charge Rate Adjustment shall be the unit amount, adjusted as necessary for heating value and pressure base, that the Federal Energy Regulatory Commission orders to be effective for the fiscal year commencing on the Effective Date of Adjustment.

18.7 Retention of Revenues Collected under Annual Charge Rate Adjustment

Company shall retain all revenues collected under this Section 18. Except as provided by this Section 18, Company shall not have the right to seek to recover in any proceeding under Section 4(e) of the Natural Gas Act, any Annual Charges recorded in its FERC Account No. 928.

19. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES

This Section describes the information and procedures Company will make available to any person.

19.1 Access to Internet Web Site

Company shall provide access to Informational Posting and Customer Activity Sites via designated Internet web sites.

For further information relative to Company's designated Internet web sites, potential users should contact:

Customer Services Department
Midwestern Gas Transmission Company
P.O. Box 871
Tulsa, Oklahoma 74102-0871

Phone Number: (918) 588-7745
Fax Number: (918) 588-7750

GENERAL TERMS AND CONDITIONS

19. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES (Continued)

19.2 Informational Posting Site

The Informational Posting 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) Energy 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 Company's Informational Posting site may be fully disseminated by its users.

Information on Company's Informational Posting site shall be made available so as to permit users to download data to be used in their applications.

GENERAL TERMS AND CONDITIONS

19. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES (Continued)

19.3 Customer Activity Site

Company's proprietary business functions are accessible via its Customer Activity site. [4.3.39/v1.4]

(a) The Customer Activity site will be maintained to provide equal and timely access to certain transportation information, as it pertains to Company's pipeline system and in accordance with applicable currently effective FERC's adopted NAESB WGQ standards.

(b) Any person may communicate with Company via the System by:

(i) acquiring compatible personal computer capability

(ii) executing the applicable access forms with Company; and

(iii) receiving a user identification password for accessing such site.

(c) Company agreements located on the Customer Activity site (www.mgt.oneokpartners.com) include the: (i) Operational Balancing Agreement (For use at Receipt Points(s)); (ii) Operational Balancing Agreement (For use at Delivery Points(s)); (iii) Operational Balancing Agreement (For Aggregator at Delivery Points(s)); (iv) Operational Balancing Agreement for Pipelines; (v) Master Electronic Transactions Agreement; (vi) Electronic Communication Agreement; (vii) Electronic Data Interchange Trading Partner Agreement and (viii) Agency Authorization Agreement.

19.4 Electronic Data Interchange

A person may communicate with Company via Electronic Data Interchange (EDI) by executing an Electronic Data Interchange Trading Partner Agreement with Company. The Electronic Data Interchange Trading Partner Agreement and the Electronic Communication Agreement can be found on Company's Web Site (www.mgt.oneokpartners.com) under Customer Activities. 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 Site, a person must execute an Electronic Communication Agreement with Company.

19.5 Service Complaints

Customers are encouraged to resolve any disputes informally with their designated representatives. A formal complaint concerning any services offered by Company shall be directed, preferably in writing, to the Chief Compliance Officer (CCO), Midwestern Gas Transmission Company, 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

20. INCORPORATION IN RATE SCHEDULES AND GAS SERVICE AGREEMENTS

These General Terms and Conditions are incorporated in and are a part of Company's Rate Schedules and gas service agreements. To the extent there is any inconsistency between terms in these General Terms and Conditions and terms in Company's Rate Schedules or gas service agreements, these General Terms and Conditions shall govern. Company may waive any rights hereunder or any obligations of Shipper on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

21. CAPACITY RELEASE

21.1 Applicability of Capacity Release

This section is applicable to any Shipper(s) (including Replacement Shipper(s)) who elect to release all or a portion of its firm capacity under Rate Schedule FT-A, FT-B, or FT-C.

21.2 Capacity Release Offer

A Releasing Shipper that desires to release its rights to firm capacity pursuant to this Section 21, shall notify Company of its intent by posting directly on the System a capacity release offer containing information consistent with the currently effective FERC adopted NAESB WGQ standards. A Releasing Shipper shall notify Company of prearranged releases exempt from competitive bidding pursuant to the prior posting provisions of Subsection 21.4(a).

21.3 Pre-qualification to Submit Bid

Persons that desire to Bid on released transportation rights must pre-qualify with Company in the same manner and subject to the same standards and procedures as required for firm Shippers under Section 25 of these General Terms and Conditions.

21.4 Prearranged Releases Permitted Without Competitive Bidding

(a) A Releasing Shipper may release some or all of its firm transportation rights to a qualified Replacement Shipper(s) without competitive bidding, pursuant to Subsection 21.10, if its proposed release meets the following requirements: ("Exempt Prearranged Bidder")

(i) the release of capacity is to an asset manager as defined in 18 C.F.R.§ 284.8(h)(3);

(ii) the release of capacity is to a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4);

(iii) the release of capacity is for more than one year at the applicable Maximum Rate for the applicable firm transportation service being released; and

(iv) the release of capacity is for any period of 31 days or less.

GENERAL TERMS AND CONDITIONS

20. INCORPORATION IN RATE SCHEDULES AND GAS SERVICE AGREEMENTS

These General Terms and Conditions are incorporated in and are a part of Company's Rate Schedules and gas service agreements. To the extent there is any inconsistency between terms in these General Terms and Conditions and terms in Company's Rate Schedules or gas service agreements, these General Terms and Conditions shall govern. Company may waive any rights hereunder or any obligations of Shipper on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

21. CAPACITY RELEASE

21.1 Applicability of Capacity Release

This section is applicable to any Shipper(s) (including Replacement Shipper(s)) who elect to release all or a portion of its firm capacity under Rate Schedule FT-A, FT-B, FT-C or FT-D.

21.2 Capacity Release Offer

A Releasing Shipper that desires to release its rights to firm capacity pursuant to this Section 21, shall notify Company of its intent by posting directly on the System a capacity release offer containing information consistent with the currently effective FERC adopted NAESB WGQ standards. A Releasing Shipper shall notify Company of prearranged releases exempt from competitive bidding pursuant to the prior posting provisions of Subsection 21.4(a).

21.3 Pre-qualification to Submit Bid

Persons that desire to Bid on released transportation rights must pre-qualify with Company in the same manner and subject to the same standards and procedures as required for firm Shippers under Section 25 of these General Terms and Conditions.

21.4 Prearranged Releases Permitted Without Competitive Bidding

(a) A Releasing Shipper may release some or all of its firm transportation rights to a qualified Replacement Shipper(s) without competitive bidding, pursuant to Subsection 21.10, if its proposed release meets the following requirements: ("Exempt Prearranged Bidder")

(i) the release of capacity is to an asset manager as defined in 18 C.F.R.§ 284.8(h)(3);

(ii) the release of capacity is to a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4);

(iii) the release of capacity is for more than one year at the applicable Maximum Rate for the applicable firm transportation service being released; and

(iv) the release of capacity is for any period of 31 days or less.

21. CAPACITY RELEASE (Continued)

21.4 Prearranged Releases Permitted Without Competitive Bidding (Continued)

Notice of the prearranged releases that qualify under this Subsection 21.4(a) of these General Terms and Conditions must be posted on the System as soon as possible, but not later than the first nomination, after the release transaction commences. This posting shall contain information consistent with the currently effective FERC adopted NAESB WGQ standards. In addition, for releases to an asset manager the posting should include the volumetric level of the asset manager's delivery or purchase obligation and the time periods during which that obligation is in effect. The posting should also include whether the release is to a marketer participating in a state-regulated retail access program.

21. CAPACITY RELEASE (Continued)

21.4 Prearranged Releases Permitted Without Competitive Bidding (Continued)

(b) A Releasing Shipper that releases capacity for any period of 31 days or less pursuant to Subsection 21.4(a)(iv) may not rollover, renew, or otherwise continue the original capacity release to the same Replacement Shipper until twenty-eight (28) days after the original release period has expired, unless:

(i) for the re-release to the same Replacement Shipper, the Releasing Shipper follows the prior posting and bidding procedures set forth in Subsection 21.5 of these General Terms and Conditions; or

(ii) the re-release to the same Replacement Shipper qualifies for any of the other exemptions from competitive bidding under Subsections 21.4(a)(i), (ii), and (iii).

21.5 Prearranged Releases Subject to Competitive Bidding

Prearranged Releases with a term greater than thirty-one (31) days but less than one year are subject to prior posting and competitive bidding. ("Non-Exempt Prearranged Bidder")

(a) Releasing Shipper shall submit to Company all applicable information required by Subsection 21.2 and be subject to the bidding process required by Subsection 21.10 of these General Terms and Conditions on the System. The System will automatically assign an individual offer number to such capacity release offer. The period of time for posting of the information ("Posting Period"), and the period of time during which Bids will be received on such capacity release offer ("Bidding Period"), shall be as set forth in Subsection 21.11 of these General Terms and Conditions unless otherwise specified in the capacity release offer. The Bidding Period shall be enclosed within the Posting Period.

(b) Releasing Shipper may withdraw its capacity release offer, by written or electronic notice of withdrawal, up to the close of the applicable Bidding Period where unanticipated circumstances justify such withdrawal and no qualified Bid has been submitted.

21.6 Non-Prearranged Releases Subject to Competitive Bidding

Releases that are not prearranged are subject to prior posting and competitive bidding.

(a) Releasing Shipper shall submit to Company all applicable information required by Subsection 21.2 and be subject to the bidding process required by Subsection 21.10 of these General Terms and Conditions on the System. The System will automatically assign an individual offer number to such capacity release offer. The period of time for posting of the information ("Posting Period"), and the period of time during which Bids will be received on such capacity release offer ("Bidding Period"), shall be as set forth in Subsection 21.11 of these General Terms and Conditions unless otherwise specified in the capacity release offer. The Bidding Period shall be enclosed within the Posting Period.

(b) Releasing Shipper may withdraw its capacity release offer, by written or electronic notice of withdrawal, up to the close of the applicable Bidding Period where unanticipated circumstances justify such withdrawal and no qualified Bid has been submitted.

21. CAPACITY RELEASE (Continued)

21.7 Rights and Obligations of Releasing Shipper

Notwithstanding any release hereunder, Releasing Shipper(s) shall remain responsible for payment of the demand charge associated with the released capacity up to the demand charge specified in the Releasing Shipper's Firm Transportation Agreement with Company. However, Company and Shipper may agree to a Negotiated Rate under a Firm Transportation Agreement and agree upon payment obligations and crediting mechanisms, in the event of a capacity release, that vary from or are in addition to those set forth herein and in Subsection 21.13(a) of these General Terms and Conditions; provided that nothing in the foregoing provision shall authorize Company or Shipper to violate the FERC's policy with respect to negotiation of terms and conditions of service.

Any increase in Company's rates, charges, and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide, in its capacity release offer, for the rates, charges or surcharges for released transportation rights to increase in accordance with any increases in Company's rates, charges and surcharges.

If a Shipper releases firm capacity, then Releasing Shipper's firm capacity rights shall be reduced by an amount equal to the quantity released, in accordance with Subsection 21.2 of these General Terms and Conditions, for the period of the capacity release, except for any period that the firm capacity is recalled by the Releasing Shipper (if permitted in the successful bid) and until such capacity is reput to the Replacement Shipper, in accordance with this Subsection 21.12.

A release for the entire remaining term of the Releasing Shipper's Firm Transportation Agreement shall effect a permanent release or a temporary release. In the event Releasing Shipper designates the capacity release offer as a permanent release, the Replacement Shipper shall be subject to all rights and obligations associated with the released capacity.

If a Releasing Shipper elects a temporary release, all contractual rights and obligations associated with the released capacity remain with the Releasing Shipper at the end of the term of the temporary release.

In accordance with the terms of a permanent release or a temporary release, the Replacement Shipper shall execute a new Firm Transportation Agreement under the applicable rate schedule pursuant to Part 284 of the Commission's regulations.

A Releasing Shipper shall describe fully in its capacity release offer any rights to recall the capacity being released and under what conditions the capacity shall be reput to the Replacement Shipper following any such recall.

A release by a Replacement Shipper shall not relieve the original Shipper or the Replacement Shipper of their obligations under this Section 21.

GENERAL TERMS AND CONDITIONS

21. CAPACITY RELEASE (Continued)

21.8 Rights and Obligations of Replacement Shipper

The Replacement Shipper's service under a capacity release shall be subject to and governed by the terms and conditions of the Releasing Shipper's Firm Transportation Agreement, the terms and conditions of the Replacement Shipper's winning bid, and the capacity release offer.

A Replacement Shipper shall be allowed to release the capacity under its Firm Transportation Agreement, provided that the original capacity release offer was not volumetrically based, and contained a provision to allow for the re-release.

The sum of the capacity re-released cannot exceed the awarded capacity to the Replacement Shipper under each individual capacity release offer.

Nominations to a point outside of the released Transportation Path by the Replacement Shipper or within the released Transportation Path by the Releasing Shipper shall be permitted. In the event that the combined quantity nominated by the Releasing Shipper and the Replacement Shipper exceed the Releasing Shipper's original mainline capacity entitlements, Company shall accept nominations for quantities in excess of the original mainline capacity entitlements in the overlapped portion of its system. When an overlap occurs at a point between a Releasing Shipper and its Replacement Shipper, in the circumstance of nominations to the same point, such nominations are allowed as long as the Transportation Quantity is not exceeded. When the Releasing Shipper and the Replacement Shipper each nominate to a secondary point out of their respective Transportation Path causing total nominated quantities to exceed a capacity limitation at a location on Company's system, Company shall schedule such nominations pursuant to Subsection 3.7 of the General Terms and Conditions.

The Replacement Shipper is entitled to nominate any Receipt Point or Delivery Point on Company's system, consistent with the same conditions applicable to any other firm Shipper on Company's system.

21.9 Rights and Obligations of Company

Company makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release transportation rights hereunder or of any Replacement Shipper to accept transportation rights hereunder. Company shall not be liable to any party for any damages, of any nature whatsoever, including without limitation any special, incidental or consequential damages, or any other kind that may arise in connection with the posting of information hereunder.

Company may invalidate any capacity release offer or any Bid subsequent to its posting on the System that does not conform in all respects to the requirements of Company's Tariff, or any Commission Order or regulation, and such invalidated capacity release offer or Bid shall be deemed null and void.

21. CAPACITY RELEASE (Continued)

21.10 Bid and Award Process

(a) Bid Process

Bidders may submit Bids during the Bidding Period applicable to a capacity release offer. All Bids must be submitted via the System and must be expressed in absolute dollars and cents or percents of applicable maximum tariff rate, whichever is stated in the capacity release offer. All contingencies must be identified on the Bid or capacity release offer.

In submitting a Bid, Bidders recognize that such Bids will be accessible by other Bidders through the System. Upon submission, all Bids will be assigned a Bid number and the identity of the Bidder will not be revealed during the Bidding Period.

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 the Company of the release, bids shall not exceed the applicable Maximum Rate for the applicable firm transportation service being released as set forth on the currently effective Summary of Rates and Charges. The Maximum Rate shall not apply to Capacity Releases for a period of one year or less if the release is to take effect on or before one year from the date on which the Releasing Shipper notifies the Company of the release. For all releases, bids shall not be less than the applicable minimum rate set forth in the capacity release offer.

The quantity specified in a Bid may not exceed the maximum quantity or be less than the minimum quantity specified in a capacity release offer.

The release term specified in a Bid must meet the term specifications in the capacity release offer.

Bidding will be an iterative process such that a Bidder may submit any number of Bids during the Bidding Period; provided that each new submission of a Bid requires the withdrawal of any previous Bid submitted by Bidder such that a Bidder cannot have more than one Bid in contention for the same capacity at one time. If a Bidder withdraws its Bid and resubmits a new Bid, such new Bid must be at a higher rate. A Bidder retains the right to withdraw its Bid by resubmitting a new Bid, until the close of the Bidding Period, at which time, such Bid shall become binding.

Bids must contain information consistent with the currently effective FERC adopted NAESB standards.

(b) Awarding of Capacity to a Successful Bidder

The determination of the successful Bidder shall be effected in accordance with the following procedures:

(1) Bid Evaluation Methodologies

The Releasing Shipper shall specify in the capacity release offer one of the following Bid evaluation methodologies: (i) highest rate, (ii) net revenue, or (iii) present value. A capacity release offer submitted specifying one of these methods shall be accorded the timeline treatment described in Subsection 21.11. However, the Releasing Shipper may choose another Bid evaluation method and this request also shall be accorded the timeline treatment described in Subsection 21.11 of these General Terms and Conditions. Company shall apply the

GENERAL TERMS AND CONDITIONS

21. CAPACITY RELEASE (Continued)

21.10 Bid and Award Process (Continued)

method chosen to determine the successful Bidders as mandated thereby, provided that the capacity released to each successful Bidder shall be no less than one Dekatherm. If the Releasing Shipper desires to award more than one winner, the Releasing Shipper should allow for the acceptance of partial quantity Bids.

(2) If the present value method is chosen, then Company shall evaluate the Bids and award the capacity based on the following procedures:

Company shall determine the Bid or Bids having the highest present value ("PV") based on the following formula:

$$PV = (\text{Bid Rate}) \times (\text{Bid MDQ}) \times \frac{1-(1+i)^{-N}}{i}$$

where

Bid Rate = for firm releases, the demand charge that the Bidder has agreed to pay; for interruptible releases, the usage charge that the Bidder has agreed to pay.

Bid MDQ = the MDQ stated in the Bid.

i = interest rate per month (which shall be the then current maximum yield on five-year U.S. Government Treasury note divided by 12), and

N = term proposed by the Bidder.

(3) If the net revenue method is chosen, Company shall determine the Bid or Bids having the highest net revenue (NR) using the following formula:

$$NR = (\text{Bid Rate}) \times (\text{Bid Term}) \times (\text{Bid TQ})$$

where

Bid Rate = the daily charge which the Bidder has agreed to pay; for demand rate Bids, the charge is calculated by dividing the Bid rate received from the Bidder by 30.4 days per month (average days per month in a 365-day year).

Bid Term = the term proposed by the Bidder, in days.

Bid TQ = the TQ stated in the Bid, measured in Dekatherms.

21. CAPACITY RELEASE (Continued)

21.10 Bid and Award Process (Continued)

(4) If a capacity release offer includes a Non-Exempt Prearranged Bidder, then the released transportation rights shall be awarded to the Non-Exempt Prearranged Bidder if (a) its Bid has a value determined in accordance with Subsection 21.6(a) equal to or higher than the highest value of the Bids submitted by all other Bidders, or (b) the Non-Exempt Prearranged Bidder agrees to match any Bid having a higher value, as applicable, within the time period provided by Subsection 21.11.

(5) If only one Bidder has submitted a Bid that reflects the highest value, then the transportation rights shall be awarded to that Bidder, subject to any Non-Exempt Prearranged Bidder's exercise of its right of first refusal (matching) as set forth above.

(6) If two or more Bidders have submitted Bids that reflect the highest value, then subject to any Non-Exempt Prearranged Bidder's exercise of its right of matching, the released transportation rights will be awarded on the basis of a lottery that is limited to such Bidders, unless the Releasing Shipper has specified an alternative means for awarding the released capacity as between two or more equal Bids ("alternative tiebreaker"). The winner of the lottery or alternative tiebreaker shall be awarded the transportation rights for which it has submitted a Bid. Company will conduct the lottery or alternative tiebreaker in a non-discriminatory manner.

(7) Company shall not award capacity release offers to Shipper until and unless Shipper meets Company's creditworthiness requirements applicable to all services that it receives from Company, including the service represented by the capacity release. (5.3.59/v1.7)

(8) For informational purposes only, Company shall post on the System the identity of the winning Bidder, the terms of the successful Bid, and the Replacement Shipper's contract number.

21.11 Standard Capacity Release Timeline

The standard capacity release administrative timeline is as follows [5.3.2/v1.7]:

(a) For biddable capacity 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 with 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

21. CAPACITY RELEASE (Continued)

21.11 Standard Capacity Release Timeline (Continued)

(b) For biddable capacity releases of 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.

(c) 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.

(d) 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 issue 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.

(e) 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.

21. CAPACITY RELEASE (Continued)

21.11 Standard Capacity Release Timeline (Continued)

(f) 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.

(g) Methodologies Supported by Standard Timeline

For the capacity release business process timing model, only the following methodologies are required to be supported by Company and provided to Releasing Shippers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue, and 3) present value. [5.3.3/v1.0]

(h) Methodologies Not Supported by Standard Timeline

Other choices of bid evaluation methodologies (including other Releasing Shipper defined evaluation methodologies) shall be accorded similar timeline evaluation treatment at the discretion of Company. However, Company is not required to offer other choices or similar timeline treatment for other choices, nor, is Company held to the timeline should the Releasing Shipper elect another method of evaluation. [5.3.3/v1.0]

(i) The deadlines set forth in this Subsection are only applicable if (i) all the information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy in accordance with Subsection 21.13 of these General Terms and Conditions; and (ii) there are no special terms or conditions of the release. Nominations by the winning Bidder may be submitted at the earliest available nomination cycle.

21.12 Standard Recall and Reput Notification Periods

Company shall support the following recall notification periods for all released capacity subject to recall rights [5.3.44/v1.7]:

(a) Timely Recall Notification

(i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 8:00 a.m. (CCT).

(ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. (CCT).

(b) Early Evening Recall Notification

(i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 3:00 p.m. (CCT).

(ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. (CCT).

21. CAPACITY RELEASE (Continued)

21.12 Standard Recall and Reput Notification Periods (Continued)

(c) Evening Recall Notification

(i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 5:00 p.m. (CCT).

(ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. (CCT).

(d) Intra-day 1 Recall Notification

(i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 7:00 a.m. (CCT).

(ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. (CCT).

(e) Intra-day 2 Recall Notification

(i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 2:30 p.m. (CCT).

(ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. (CCT).

(f) Deadline for Reput

The deadline for notifying Company of a reput is 8:00 a.m. (CCT) to allow for timely nominations to flow on to the next Gas Day. [5.3.54/v1.7]

For recall notifications provided to Company prior to the recall notification deadlines above (NAESB WGQ Standard 5.3.44) and received between 7:00 a.m. and 5:00 p.m. (CCT), Company shall provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. [5.3.45/v1.7]

For recall notification provided to Company after 5:00 p.m. and prior to 7:00 a.m. (CCT), Company shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. (CCT) after receipt of such recall notification. [5.3.45/v1.7]

The Releasing Shipper shall provide capacity recall notification to its affected Replacement Shipper(s) at the same time it provides notification to Company. The mode of notification shall be mutually agreed between the Releasing Shipper and its Replacement Shipper(s). [5.1.2/v1.7]

In the event of an intra-day capacity recall, Company shall determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of Company's tariff, services, and/or operational characteristics. [5.3.56/v1.7]

21. CAPACITY RELEASE (Continued)

21.12 Standard Recall and Reput Notification Periods (Continued)

Company shall support the ability for the Releasing Shipper to specify, as a condition of the release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day. [5.3.51/v1.7]

Company shall support the ability for the Releasing Shipper to specify, as a condition of a capacity release offer, which recall notification period(s), as provided in NAESB WGQ Standard 5.3.44 and detailed in this Subsection, will be available for use by the parties. [5.3.50/v1.7]

When capacity is recalled, it may not be reput for the same Gas Day. [5.3.53/v1.7]

The service flexibility available to either the Releasing Shipper or the Replacement Shipper(s) for the subject capacity shall not be less as a result of the recall. [5.1.3/v1.7]

For the recall notification provided to Company, the quantity shall conform to Company's capacity recall notification specification. Company shall, on its Customer Activity Web site, specify whether the quantity shall be expressed in terms of 1) total released capacity entitlements or 2) adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. The capacity entitlements resulting from the use of either 1) or 2) shall be the same. [5.3.55/v1.7]

The amount of capacity allocated to the Replacement Shipper(s) shall equal the original released capacity less the recalled capacity. [5.3.58/v1.7]

21.13 Billing

(a) Company shall invoice Replacement Shipper in accordance with Section 5 of the General Terms and Conditions based upon the rates, charges and surcharges incorporated into the Firm Transportation Agreement as a result of the release. The demand charges for the Replacement Shipper will include the demand rate at which the firm transportation service is released including all adjustments subject to Subsections 21.14(d) and 21.13(c). 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 the Company of the release, the commodity charges for the Replacement Shipper will include the maximum commodity rate including all adjustments subject to Subsection 21.14(d). If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the invoice, Company shall send an invoice to the Releasing Shipper for all unpaid amounts up to the amount of the Releasing Shipper's demand charge, which the Releasing Shipper shall pay to Company with interest on the unpaid amount, which interest shall be calculated from the date that Company credited the Releasing Shipper for the applicable demand charges in accordance with Subsection 21.13(c). Releasing Shipper shall submit the payment within ten days of receipt of Company's invoice. Releasing Shipper shall be responsible for obtaining reimbursement for any such payment from Replacement Shipper. Failure of either the Replacement Shipper or Releasing Shipper to make timely payment, in accordance with Section 6 of these General Terms and Conditions, shall entitle Company to exercise the remedies available under the applicable service agreements and this Tariff, including suspension of service to the Releasing Shipper and the Replacement Shipper, as well as any other remedies available to Company.

21. CAPACITY RELEASE (Continued)

21.13 Billing (Continued)

(b) The Releasing Shipper shall receive a demand credit equaling the demand charges for which Company has invoiced the Replacement Shipper. The demand charges for the purposes of this Section consist of the base demand rate, and all applicable surcharges. For releases made on a volumetric basis, the demand charges shall equal the daily demand rate multiplied by the volumes actually transported by the Replacement Shipper plus all applicable surcharges. A Releasing Shipper paying a discounted rate shall be entitled to receive any revenues from the release of its capacity that exceed the amount of the applicable surcharges.

21.14 Further Conditions on Release of Transportation Rights

(a) Persons participating in this release program agree to be bound by and shall comply with the terms and conditions of this Tariff, and all applicable Commission rules, orders and regulations.

(b) All terms and conditions in all Release Requests must be non-discriminatory, objectively stated, and applicable to all Bidders.

(c) The minimum term for any release shall be one day and the maximum term shall be the remaining term of the Releasing Shipper's Transportation Service Agreement.

(d) 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 the Company of the release, the Bid for a volumetric release shall not exceed the daily demand rate for the released capacity. Such rate for volumetric releases only applies to the demand portion of the rate; the Replacement Shipper will also be liable for all usage charges. The rates for all other 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 the Company of the release shall be the applicable demand rate and commodity rate, as well as all other applicable rates, charges and surcharges set forth in this Tariff, notwithstanding any discount to such rates, charges or surcharges then in effect for the Releasing Shipper.

(e) All terms and conditions of all releases must be consistent with the terms and conditions of the Releasing Shipper's Service Agreement and with this Tariff, including the provisions on nominations and scheduling of service and curtailment of service.

(f) Company shall not be obligated to deliver in excess of the total daily contract quantity of the release as a result of NAESB WGQ Standard 5.3.55. [5.3.57/v1.7]

GENERAL TERMS AND CONDITIONS

21. CAPACITY RELEASE (Continued)

21.14 Further Conditions on Release of Transportation Rights (Continued)

(g) Company shall accept nominations, schedule service, afford priority of service and curtail service based on instructions and communications from the Releasing Shipper and the Replacement Shipper that are consistent with one another and with the terms and conditions of Company's Tariff and their respective service agreements. In the event that instructions or nominations from the Releasing Shipper and Replacement Shipper are, in Company's sole opinion, inconsistent or conflicting, Company shall use reasonable efforts to contact the Releasing Shipper and Replacement Shipper to resolve the conflicting communications. In the event Company is unable to resolve the conflict prior to the time that it must take the required action, Company shall comply with the instructions of the Releasing Shipper; provided however that such instructions must not be inconsistent with Company's Tariff or the terms of either the Releasing Shipper's or Replacement Shipper's service agreement, in Company's sole opinion. The Releasing Shipper will indemnify Company against any claim or suit by the Replacement Shipper, its successors or assigns, arising from any action taken by Company in reliance upon the Releasing Shipper's nominations and instructions and will hold Company harmless for any action taken by Company in reliance upon the nominations and scheduling instructions of the Replacement Shipper. The Replacement Shipper will indemnify Company against any claim or suit by the Releasing Shipper, its successors or assigns, arising from any action taken by Company in reliance upon the nominations and scheduling instructions of the Replacement Shipper and will hold Company harmless for any actions taken by Company in reliance upon the instructions of the Releasing Shipper.

(h) Except as provided in Subsection 21.14(i), in the event that the Commission orders refunds of any rates charged by Company, Company shall provide refunds to applicable Releasing Shipper(s), including Replacement Shippers who acquired capacity under a permanent release, to the extent such Shippers have paid a rate in excess of Company's applicable maximum demand rates. Releasing Shipper shall bear the responsibility for providing any refunds to the appropriate Replacement Shipper(s) who acquired capacity under a temporary release.

(i) For releases not subject to the Maximum Rate, i.e., with a term of one year or less and the release is to take effect on or before one year from the date on which the Releasing Shipper notifies the Company of the release, the rate paid by the Replacement Shipper will be deemed to be a final rate and is not subject to refund.

21.15 Marketing of Capacity Release

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

Effective Date: 06/12/2005 Status: Effective
FERC Docket: RP05-341-000

Second Revised Sheet No. 265 Second Revised Sheet No. 265 : Effective
Superseding: Sheet Nos. 265 Through 266A

The following Tariff sheets have been superseded
and are reserved for future use:

First Revised Sheet No. 265
Fourth Revised Sheet No. 266
Original Sheet No. 266.01
Second Revised Sheet No. 266A

GENERAL TERMS AND CONDITIONS

21. RELEASES OF FIRM CAPACITY (Continued)

21.11 Further Conditions on Release of Transportation Rights (Continued)

(l) Company shall accept nominations, schedule service, afford priority of service and curtail service based on instructions and communications from the Releasing Shipper and the Replacement Shipper that are consistent with one another and with the terms and conditions of Company's Tariff and their respective service agreements. In the event that instructions or nominations from the Releasing Shipper and Replacement Shipper are, in Company's sole opinion, inconsistent or conflicting, Company shall use reasonable efforts to contact the Releasing Shipper and Replacement Shipper to resolve the conflicting communications. In the event Company is unable to resolve the conflict prior to the time that it must take the required action, Company shall comply with the instructions of the Releasing Shipper; provided however that such instructions must not be inconsistent with Company's Tariff or the terms of either the Releasing Shipper's or Replacement Shipper's service agreement, in Company's sole opinion. The Releasing Shipper will indemnify Company against any claim or suit by the Replacement Shipper, its successors or assigns, arising from any action taken by Company in reliance upon the Releasing Shipper's nominations and instructions and will hold Company harmless for any action taken by Company in reliance upon the nominations and scheduling instructions of the Replacement Shipper. The Replacement Shipper will indemnify Company against any claim or suit by the Releasing Shipper, its successors or assigns, arising from any action taken by Company in reliance upon the nominations and scheduling instructions of the Replacement Shipper and will hold Company harmless for any actions taken by Company in reliance upon the instructions of the Releasing Shipper.

(m) A Releasing Shipper may release capacity under its transportation agreement. If Releasing Shipper desires to release such capacity, then Releasing Shipper's capacity shall be reduced by an amount equal to the quantity released. Replacement Shippers who desire to re-release the released capacity must obtain such right from the Releasing Shipper. The sum of the capacity released cannot exceed the Releasing Shipper's original capacity entitlements. Nominations to a point outside of the released segment by the Replacement Shipper or within the released segment by the Releasing Shipper shall be permitted. In the event that the combined quantity nominated by the Releasing Shipper and the Replacement Shipper exceed the Releasing Shipper's original mainline capacity entitlements, Company shall accept nominations for quantities in excess of the original mainline capacity entitlements in the overlapped portion of its system. When an overlap occurs at a point between a Releasing Shipper and its Replacement Shipper, in the circumstance of nominations to the same point, such nominations are allowed as long as the Transportation Quantity is not exceeded. When the Releasing Shipper and the Replacement Shipper each nominate to a secondary point out of their respective Transportation Path causing total nominated quantities to exceed a capacity limitation at a location on Company's system, Company shall schedule such nominations pursuant to Subsection 3.7 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

21. RELEASES OF FIRM CAPACITY (Continued)

21.12 Standard Recall Notification Periods (Continued)

(c) Evening Recall Notification

(i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 5:00 p.m. (CCT).

(ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. (CCT).

(d) Intra-day 1 Recall Notification

(i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 7:00 a.m. (CCT).

(ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. (CCT).

(e) Intra-day 2 Recall Notification

(i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 2:30 p.m. (CCT).

(ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. (CCT).

For recall notifications provided to Company prior to the recall notification deadlines above (NAESB WGQ Standard 5.3.44) and received between 7:00 a.m. and 5:00 p.m. (CCT), Company shall provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. [5.3.45/v1.7]

For recall notification provided to Company after 5:00 p.m. and prior to 7:00 a.m. (CCT), Company shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. (CCT) after receipt of such recall notification. [5.3.45/v1.7]

The Releasing Shipper shall provide capacity recall notification to its affected Replacement Shipper(s) at the same time it provides notification to Company. The mode of notification shall be mutually agreed between the Releasing Shipper and its Replacement Shipper(s). [5.1.2/v1.7]

In the event of an intra-day capacity recall, Company shall determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of Company's tariff, services, and/or operational characteristics. [5.3.56/v1.7]

GENERAL TERMS AND CONDITIONS

22. DISPOSITION OF EXCESS GAS

22.1 Cash-out Gas

Company may make interruptible sales of gas from time-to-time pursuant to the cash-out procedures of Section 6 of Rate Schedules LMS-MA and LMS-PA. Further, under the cash-out procedures of the LMS Rate Schedules LMS-MA and LMS-PA, and in order to alleviate conditions that threaten the integrity of its system, Company may periodically acquire quantities of gas that are excess to system needs. Company shall have the right to make interruptible sales of such excess gas and gas for cash-outs from time to time at system receipt points pursuant to the terms of the blanket certificate of public convenience and necessity granted to Company pursuant to 18 C.F.R. Section 284.284(6) and Order No. 636 of the Federal Energy Regulatory Commission. Such sales shall be made under rates, terms and conditions mutually agreed upon between Company and purchasers, provided, however, that all such sales shall be fully interruptible and shall be curtailable pro rata without regard to transportation arrangements made by purchasers.

22.2 Excess PAL Gas

Company may be required to make interruptible sales of unauthorized parked gas, from time-to-time, pursuant to the procedures of Subsection 6.1 of Rate Schedule PAL. Company shall have the right to make interruptible sales of such excess gas from time to time at system Delivery Points pursuant to the terms of the blanket certificate of public convenience and necessity granted to Company pursuant to 18 C.F.R. Section 284.284(6) and Order No. 636 of the Federal Energy Regulatory Commission. Such sales shall be made under rates, terms and conditions mutually agreed upon between Company and purchasers, provided, however, that all such sales shall be fully interruptible and shall be curtailable pro rata without regard to transportation arrangements made by purchasers.

23. ALLOCATION AND CREDITING OF PENALTIES

23.1 Amounts Invoiced for OFO and PAL Penalties

All amounts invoiced by Company as payment of OFO and PAL penalties, net of incremental administration charges, shall be credited to Eligible Shippers in the month such penalties are invoiced.

For a given month, Eligible Shippers are Shippers who did not incur an OFO and/or PAL penalty. An Eligible Shipper shall receive a pro rata allocation of the net amount invoiced based on such Shipper's Scheduled Quantities during such month. The resulting allocation will be disbursed monthly to the Eligible Shippers as a credit on their invoice.

GENERAL TERMS AND CONDITIONS

23. ALLOCATION AND CREDITING OF PENALTIES (Continued)

23.1 Amounts Invoiced for OFO and PAL Penalties (Continued)

Company shall post on its Informational Posting web site each month the amount invoiced from non-LMS penalties.

A non-LMS infraction within a given month will not exclude a Shipper from being an Eligible Shipper for any other month.

23.2 Amounts Invoiced for Daily Imbalance Penalties

All amounts invoiced by Company as payment of Daily Imbalance Charge penalties, net of incremental administration charges, shall be credited to Eligible LMS Parties for the month invoiced.

For a given day, Eligible LMS Parties are Parties who have executed LMS-MA or LMS-PA agreements with Company who did not incur a Rate Schedule LMS related penalty. An Eligible LMS Party shall receive a pro rata allocation of the net amount of penalty invoiced for a day based on such Eligible LMS Party's total Scheduled Quantities for day the penalties are incurred. The resulting daily allocation will be aggregated and disbursed on a monthly basis to the Eligible LMS Parties as a credit on their invoice.

Company shall post on its Informational Posting web site each month the amount of penalties invoiced for the Daily Imbalance Charge and the amount credited to each Eligible LMS Party.

An LMS infraction on a given day will not exclude an Eligible LMS Party from being an Eligible LMS Party for any other day within such calendar month.

GENERAL TERMS AND CONDITIONS

21. RELEASES OF FIRM CAPACITY (Continued)

21.11 Further Conditions on Release of Transportation Rights (Continued)

(n) If a Releasing Shipper releases capacity, the Replacement Shipper is entitled to designate its own primary points on any part of Company's system for which it is paying, consistent with the same conditions applicable to any other firm Shipper on Company's system.

(o) Segmented Primary Point Capacity shall be subject to the monthly reservation and commodity charges set forth in the Summary of Rates and Charges of Company's FERC Gas Tariff.

21.12 Standard Recall Notification Periods

Company shall support the following recall notification periods for all released capacity subject to recall rights [5.3.44/v1.7]:

(a) Timely Recall Notification

(i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 8:00 a.m. (CCT).

(ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. (CCT).

(b) Early Evening Recall Notification

(i) A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 3:00 p.m. (CCT).

(ii) Company shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. (CCT).

GENERAL TERMS AND CONDITIONS

24. AGENCY

A Customer may delegate to a third party (Agent), authority to exercise certain or all rights and perform certain or all obligations set forth in one or more agreements entered into between Customer and Company ("Delegated Agreements"). A Customer may delegate to Agent, the specific rights and obligations set forth above pursuant to the terms and conditions of the Agency Authorization Agreement and the terms and conditions of the underlying Delegated Agreements. A Customer may not delegate to more than one Agent the same rights and/or obligations for a Delegated Agreement(s) pursuant to the terms and conditions of the Agency Authorization Agreement.

Company, Customer and Agent must enter into an Agency Authorization Agreement provided on Company's Web Site (www.mgt.oneokpartners.com) under Customer Activities. Such Agency Authorization Agreement must be submitted to Company at least two Business Days prior to the requested effective date. Agent shall have all rights and obligations under the Delegated Agreements as set forth in the Agency Authorization Agreement. Customer's delegation to its Agent(s) pursuant to this Section 24 shall not confer to either Customer or Agent(s) rights outside of or in contravention of the terms and conditions of the Delegated Agreements.

Company shall rely on communications and actions of Agent for all purposes that are within the authority conveyed by the Agency Authorization Agreement. Such communications with, and actions by, Agent that are within the authority conveyed by the Agency Authorization Agreement shall be deemed communications with or actions by Customer. Customer shall indemnify and hold Company harmless from suits, actions, costs, losses and expenses (including, without limitation, attorney's fees) arising from claims associated with Company's reliance on such communications and actions of Agent. If Agent fails to meet such obligations under the Delegated Agreements, then, without Company being obligated to proceed against such Agent, Customer shall be liable for all obligations under the Delegated Agreements.

A third party may administer and aggregate rights under multiple Delegated Agreements as the Agent for one or more Customer(s); provided however, that such Agent (i) shall separately administer and account for each Delegated Agreement, including without limitation submitting nominations and calculating any imbalances and (ii) shall utilize such Delegated Agreements for the transportation, supply aggregation or balancing of gas for only those Customers that have delegated the rights and obligations under their Delegated Agreements.

GENERAL TERMS AND CONDITIONS

25. REQUESTS FOR SERVICE

Subject to any conditions set forth in the applicable rate schedule, this Section shall govern qualification for receipt of service from Company.

25.1 Requests for Service

All persons requesting service under any of Company's rate schedules or persons requesting Operational Balancing Agreements must provide, via the System or by fax or in writing when necessary, the information required by this Section 25 and all information necessary to fill in the blanks and complete the applicable form of agreement in order to qualify for service. No request for service will be scheduled until all of the required information has been provided.

GENERAL TERMS AND CONDITIONS

25. REQUESTS FOR SERVICE (Continued)

25.2 Company Response to Requests for Service

(a) If Company determines that firm capacity is available to satisfy a request or a successful Bid for released capacity, then Company shall approve on-line, or by fax when necessary, the applicable service agreement as set forth in Company's FERC Gas Tariff, with the agreed upon terms and conditions contained therein. Shipper shall execute on-line, or execute and return via fax, if necessary, the service agreement within the time period specified by the applicable Tariff provision. Shipper's execution on-line shall consummate a binding contract between the parties. In the event that the service agreement is not executed and returned to Company within 30 days after Company tendered it, Company shall consider the request for service invalid.

(b) If Company determines that firm capacity is not available to satisfy a request for service, then Company shall so notify Shipper.

25.3 Modification of Service

Any modification of an existing service shall be requested either through the System or, when necessary, by Shipper's submission via fax or in writing of a new request for service with a notation on the request that the service requested is a modification of an existing service. Such request, after having been fully processed and accepted by Company, shall be deemed to be an amendment to the underlying service agreement.

25.4 Credit Evaluation

Unless previously provided to Company in the prior three months, a Shipper seeking service from Company under any of Company's rate schedules must provide:

(a) a copy of Shipper's most recent audited financial statement or financial statements certified by the Chief Financial Officer or Chief Accounting Officer of the Shipper (which certificate shall state that such financial statements fairly present the financial condition and results of operations of the Shipper for the period indicated therein) prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent standards;

(b) a copy of Shipper's most recent twelve months audited financial statement or Annual Report and, if applicable, Form 10-K; and

(c) a list of Shipper's affiliates, including parent and subsidiaries, if applicable.

GENERAL TERMS AND CONDITIONS

25. REQUESTS FOR SERVICE (Continued)

25.4 Credit Evaluation (Continued)

In the event Shipper cannot provide the information in Subsection 25.4 herein, Shipper shall, if applicable, provide that information for its parent company. Company shall not be required to perform or to continue service under any Rate Schedule on behalf of any Shipper who is or has become insolvent or who, at Company's request, fails within a reasonable period to demonstrate creditworthiness; provided, however such Shipper may receive service under any Rate Schedule if Shipper prepays for such service or furnishes good and sufficient security, as determined by Company in its reasonable discretion, in amount equal to the cost of performing the service requested by Shipper for a three month period.

For purposes herein, the insolvency of a Shipper shall be conclusively demonstrated by the filing by Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper"), of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstated and in effect for a period of sixty (60) consecutive days.

GENERAL TERMS AND CONDITIONS

27. DISCOUNTING POLICY (Continued)

27.2 From time to time Shipper or Buyer and Company may agree in writing on a level of discount of the otherwise applicable rates and charges in addition to a basic discount from the stated maximum rates.

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

For example, Company may provide a specific discounted rate:

(a) to certain specified quantities under the agreement (referred to as quantity rate type); or

(b) if specified quantity levels are actually achieved or with respect to quantities below a specified level (referred to as quantity level rate type; or

(c) during specified time periods (referred to as time period rate type or contract rate type); or

(d) to points of receipt (referred to as point rate type), points of delivery (referred to as point rate type, transportation paths (referred to as point to point rate type) or defined geographical areas (referred to as zone rate type); or

(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) (referred to as relationship rate type); or

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

(g) based upon published index prices for specific Receipt and/or Delivery Points or other agreed-upon published pricing reference points for price determination. (Such discounted rate may be based upon the differential between published index prices or arrived at by formula and shall be referred to as index price differential rate type.) Each service agreement entered into pursuant to this Subsection 27.7 shall not change the underlying rate design; 2) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue; 3) shall define the rate component(s) to be discounted.

Sheet No. 270B is being reserved for future use.

GENERAL TERMS AND CONDITIONS

25. REQUESTS FOR SERVICE

25.5 Creditworthiness Notices

25.5.1 Company Responsibilities

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

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

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

(d) After Company's receipt of Customer's request for re-evaluation, including all required information ("Customer's Request"), within five (5) Business Days, Company shall provide a written response to Customer's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for Company'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 Customer's Request unless specified in Company's FERC Gas Tariff or if the parties mutually agree to some later date. [0.3.9/v1.7]

(e) Regarding capacity release transactions, Company shall provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Company 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 25 and Section 6 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

25. REQUESTS FOR SERVICE (Continued)

25.5 Creditworthiness Notices (Continued)

25.5.1 Company Responsibilities (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 25. [5.3.60/v1.7]

25.5.2 Customer Responsibilities

(a) Customer shall designate up to two representatives who are authorized to receive notices regarding the Customer's creditworthiness, including requests for additional information, and shall provide to Company 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 Company to provide creditworthiness notifications is waived until the above requirement has been met. Customer shall manage internal distribution of any creditworthiness notices that are received. [0.3.7/v1.7]

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

(c) Customer's authorized representative(s) shall respond to Company's request for credit information, as allowed by this Section 25, on or before the due date specified in the request. Customer shall provide all the credit information requested by Company or provide the reason(s) why any of the requested information was not provided. [0.3.5/v1.7]

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

GENERAL TERMS AND CONDITIONS

25. REQUESTS FOR SERVICE (Continued)

25.5 Creditworthiness Notices (Continued)

25.5.3 Designating Notice Representatives

Company's and Customer's authorized creditworthiness representative(s) for Internet E-mail notifications, responses and requests as described in this Section 25 shall be established by initiating a request as prescribed on Company's Customer Activity site.

In complying with the creditworthiness-related notifications pursuant to this Section 25 and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper and Company may mutually agree to other forms of communication in lieu of Internet E-mail notification. [0.3.10/v1.7]

25.6 Solicitation of Bids for Capacity

(a) Company shall (1) post notices for solicitation of Bids on a first-come, first-served basis, for available capacity for service to start immediately or in the future, or (2) post notice of an open season for its available capacity, or (3) post notice of an open season for expansion projects including requests for incremental service at a date later than the in-service date of the expansion facilities.

Regarding (2) and (3), the open season notice will be posted for a period of no less than three Business Days for available capacity and no less than 20 Business Days for expansion projects on Company's system and will include the following information:

(i) the location of the capacity or proposed expansion;

(ii) the total quantity, if applicable;

(iii) the date capacity is available or proposed to be available; and

(v) Bid evaluation methodology, if applicable.

(b) Regarding (2) and (3), if an open season notice includes service to start at some time in the future, the Bid methodology will include a net present value analysis and the notice will be posted at least three Business Days prior to bidding. In addition, Company will post whether Bids have been received and show the full net present value (NPV) analysis for the highest Bid received, the Shippers' Bids, and provide the actual calculation of the NPV. Company will award the capacity based upon the highest net present value. In the event of equal Bids on the basis of a NPV calculation, capacity will be awarded on a pro rata basis. Shipper shall be required to indicate in its Bid whether it is willing to accept a lesser quantity in the event such capacity is awarded on a pro rata basis due to equal Bids.

(c) Regarding (2), if no acceptable Bids are received during an open season, Company will post the capacity on its system in order that it may be awarded on a first-come, first-served basis at a mutually agreed upon rate. Shippers must submit a request for such capacity by electronic mail and/or facsimile to Company's Marketing Department. The time stamp on the communication will be used to determine the sequence of Bids.

GENERAL TERMS AND CONDITIONS

25. REQUESTS FOR SERVICE (Continued)

25.6 Solicitation of Bids for Capacity (Continued)

Company reserves the right not to award such capacity at less than the applicable maximum rate. Company shall not award such capacity at less than the maximum rate to an Energy Affiliate as defined in Section 358 of the Commission's regulations unless a request for a discount from an Energy Affiliate is first posted for competitive Bid and no other competitive Bids are determined to be the best Bid as a result of such posting.

26. CONDITIONS FOR A CONTRACT DEMAND REDUCTION

If Shipper is (1) an LDC, that provides documentation satisfactory to Company that it is subject to unbundling risks, and is entering into a new transportation agreement, or an extension of its initial transportation agreement, under Rate Schedule FT-A; (2) contracted to pay the Maximum Rate or a Negotiated Rate under Rate Schedule FT-A; (3) not requiring incremental facilities to render service to Shipper for the capacity under Shipper's transportation agreement; (4) contracted for a term of three years or more; and (5) using Portland, Tennessee, as its stated receipt point in its transportation agreement, then Shipper may elect to reduce the Transportation Quantity in such Rate Schedule FT-A Transportation Agreement by up to 17% of the Transportation Quantity on an annual basis after the first year of service, upon a minimum of one year written notice by Shipper to Company.

27. DISCOUNTING POLICY

27.1 Company may, from time to time, selectively adjust any or all of the rates charged to any individual Shipper for service under Part 284 of the Commission's regulations for which maximum and minimum rates are stated in this FERC Gas Tariff. AGA Surcharge is non-discountable.

GENERAL TERMS AND CONDITIONS

28. CONSTRUCTION AND FINANCING OF LATERALS

Unless otherwise agreed to by the parties, Company shall not be required to own, construct or install gas supply or market area lateral facilities. In the event Company agrees to own, construct or install gas supply or market area lateral facilities, Company shall do so on a not unduly discriminatory basis, and may require the reimbursement of costs associated therewith as agreed to by the parties. In the event that Company determines that it will construct facilities that will result in the expansion of its pipeline system, Company shall offer the proposed expansion capacity to all Shippers on a non-discriminatory basis. Nothing in this policy statement shall require Company 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 Company from contesting an application for service filed pursuant to Section 7(c) of the Natural Gas Act. Company reserves the right to seek a waiver of the policy set forth herein, for good cause shown.

29. PERIODIC REPORTS

The following is a list of periodic reports that Company must make pursuant to Commission order or to a settlement initiated under Parts 154 or 284 of the Commission's regulations:

(a) Cash Out Report

This report reflects the net cash out activity for the prior year, which for purposes of the report, begins on the restructuring anniversary of September 1 and must be filed with the Commission at the end of each annual period. For more information, see Company's Rate Schedule LMS-MA.

(b) OFO Report

This report provides details regarding OFOs if issued during the previous quarter and must be provided to all Shippers and Balancing Parties quarterly. For more information, see Section 8 of the General Terms and Conditions of Company's FERC Gas Tariff.

GENERAL TERMS AND CONDITIONS

30. NORTH AMERICAN ENERGY STANDARDS BOARD WORKING GAS QUADRANT (NAESB WGQ) STANDARDS

30.1 By Reference

Company hereby incorporates into this FERC Gas Tariff, by reference, the following NAESB WGQ standards required by the Commission in 18 CFR Part 284.12(a) and related definitions and data sets, Version 1.8:

0.1.3, 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, 1.1.13, 1.1.20, 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, 1.2.18, 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, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 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, 1.3.52, 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, 1.3.65, 1.3.70, 1.3.74, 1.3.75, 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, 2.2.4, 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, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 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, 3.3.2, 3.3.3, 3.3.8, 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, 4.1.40, 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, 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, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.17, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.41, 5.3.42, 5.3.43, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.52, 5.3.59, 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., 6.3.4, 6.5.4, 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6, 10.1.7, 10.1.8, 10.1.9, 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.

30.2 Not Applicable, Superseded, or Deleted NAESB WGQ Principals, Definitions and Standards

1.1.6/v1.7, 1.1.8/v1.7, 1.1.19/v1.7, 1.2.7/v1.3, 1.3.10/v1.3, 1.3.12/v1.3, 1.3.78/v1.7, 2.3.24/v1.7, 2.3.36/v1.7, 2.3.37/v1.7, 2.3.38/v1.7, 2.3.39/v1.7, 4.1.1/v1.6, 4.1.5/v1.5, 4.1.8/v1.5, 4.1.11/v1.6, 4.1.14/v1.7, 4.1.25/v1.8, 4.3.6/v1.8, 4.3.19/v1.8, 4.3.21/v1.8, 4.3.63/v1.8, 4.3.77/v1.5, 5.3.6/v1.7, 6.3.2/v1.3, 6.5.1/v1.7

GENERAL TERMS AND CONDITIONS

31. POOLING OF GAS SUPPLIES

Any party may aggregate nominations for receipt points within Pooling Areas for delivery to confirmed transportation or other supply aggregation service pursuant to the terms and conditions of Company's Rate Schedule SA. Shippers who choose to receive supplies from a supply aggregator may elect to return to nominating point-to-point transportation service at the next applicable nomination deadline.

32. NON-CONFORMING AGREEMENTS

1. NJR Energy Services Company, Firm Gas Transportation Agreement dated June 8, 2004. Contract No. FA0323.

2. ProLiance Energy, LLC, Firm Transportation Agreement, dated April 28, 2005, effective November 1, 2005. Contract No. FA0524.

3. Piedmont Natural Gas Company, Inc., Firm Transportation Agreement, dated October 1, 2007, effective as of the in-service date of the Eastern Extension, anticipated to be December 1, 2007. Contract No. FB0006.

4. BP Canada Energy Marketing Corp., Firm Transportation Agreement - FT-A, dated January 20, 2009, Billing Commencement Date shall be the in-service date of the Scotland-REX interconnect. Contract No. FA0873.

5. NJR Energy Services Company, Firm Gas Transportation Agreement - FT-A, dated January 20, 2009, Billing Commencement Date shall be the "in-service date" as defined in Section 3 of the Precedent Agreement dated February 27, 2008 between the Parties. Contract No. FA0874.

6. NJR Energy Services Company, Firm Gas Transportation Agreement - FT-A, dated January 16, 2009, Billing Commencement Date shall be the first date gas can be nominated, scheduled and transported south from the Interconnect. Contract No. FA0875.

7. Pro-Liance Energy, LLC, Firm Transportation Agreement - FT-A, dated November 17, 2008, Billing Commencement Date shall be the first date gas can be nominated, scheduled and transported south from the Interconnect. Contract No.FA0876.

8. Merrill Lynch Commodities, Inc., Firm Transportation Agreement - FT-A, dated January 13, 2009, Billing Commencement Date shall be the first date gas can be nominated, scheduled, and transported off of the Rockies Express Pipeline Company, LLC pipeline south from the completed Interconnect (as defined in the Precedent Agreement between the Parties). Contract No. FA0877.

9. CONOCOPHILLIPS Company, Firm Gas Transportation - FT-A, dated February 3, 2009, Billing Commencement Date shall be the in-service date of the Scotland-REX interconnect. Contract No. FA0878.

GENERAL TERMS AND CONDITIONS

32. NON-CONFORMING AGREEMENTS (continued)

1. National Energy & Trade, LP, Firm Gas Transportation Agreement - FT-C, dated November 26, 2008, Billing Commencement date shall be the first date gas can be nominated, scheduled and transported south from the interconnect pursuant to Rate Schedule FT-C. Contract No. FC0002.

2. United Energy Trading LLC, Firm Gas Transportation Agreement - FT-C, dated January 20, 2009, Billing Commencement Date shall be the first date gas can be nominated, scheduled and transported south from the interconnect pursuant to Rate Schedule FT-C. Contract No. FC0003.

3. Tenaska Marketing Ventures, Firm Gas Transportation - FT-A, dated February 5, 2009, Billing Commencement Date shall be the in-service date of the Scotland-REX interconnect which is the first date gas can be nominated and scheduled through the Scotland-Rex facility on both REX and Midwestern. Contract No. FA0879.

4. Northern Indiana Public Service Company, Firm Gas Transportation - FT-A, dated February 20, 2009, Billing Commencement Date shall be the in-service date of the Scotland-REX interconnect. Contract No. FA0880.

5. Spark Energy Gas, LP, Firm Gas Transportation - FT-A, dated February 20, 2009, Billing Commencement Date shall be the in-service date of the Scotland-REX interconnect. Contract No. FA0881.

6. CIMA Energy Ltd., Inc., Firm Gas Transportation Agreement - FT-C, dated February 3, 2009, Billing Commencement Date shall be the first date gas can be nominated, scheduled and transported south from the interconnect pursuant to Rate Schedule FT-C. Contract No. FC0005.

7. Roanoke Gas Company, Firm Gas Transportation Agreement - FT-A, dated June 16, 1998, effective October 1, 1998. Contract No. FA0016.

8. City of Morgantown, Firm Gas Transportation Agreement - FT-A, dated October 1, 1998, effective October 1, 1998. Contract No. FA0019.

9. Constellation Energy Commodities Group, Inc, Firm Gas Transportation Agreement - FT-A, dated June 3, 1999, effective October 1, 1998. Contract No. FA0020.

10. Grain Processing Corporation, Firm Gas Transportation Agreement - FT-A, dated August 9, 1999, effective August 1, 1999. Contract No. FA0022.

11. Scepter, Inc., Firm Gas Transportation Agreement - FT-A, dated March 1, 2000, effective March 1, 2000. Contract No. FA0025.

12. Duke Energy Indiana, Inc., Firm Gas Transportation Agreement - FT-A, dated July 19, 2000, effective April 1, 2001. Contract No. FA0028.

13. ProLiance Energy, LLC, Firm Gas Transportation Agreement - FT-A, dated September 12, 2002, effective September 12, 2002. Contract No. FA0100.

14. ProLiance Energy, LLC, Firm Gas Transportation Agreement - FT-A, dated January 21, 2003, effective January 21, 2003. Contract No. FA0122.

15. Alcoa, Inc., Firm Gas Transportation Agreement - FT-A, dated October 25, 2004, effective October 25, 2004. Contract No. FA0364.

GENERAL TERMS AND CONDITIONS

32. NON-CONFORMING AGREEMENTS (continued)

1. ProLiance Energy, LLC, Firm Gas Transportation Agreement - FT-A, dated August 30, 2005, effective August 30, 2005. Contract No. FA0742.

2. City of Martinsville, Illinois, Firm Gas Transportation Agreement - FT-GS, dated September 1, 1993, effective August 5, 1993. Contract No. FG0003.

3. City of Marshall, Illinois, Firm Gas Transportation Agreement - FT-GS, dated September 1, 1993, effective September 15, 1993. Contract No. FG0004.

4. Town of Grandview, Indiana, Firm Gas Transportation Agreement - FT-GS, dated September 1, 1993, effective September 15, 1993. Contract No. FG0005.

5. Central Illinois Light Company, Firm Gas Transportation Agreement - FT-GS, dated September 1, 1993, effective September 1, 1993. Contract No. FG0006.

6. Central Illinois Public Service Company, Firm Gas Transportation Agreement - FT-GS, dated September 1, 1993, effective September 1, 1993. Contract No. FG0007.

7. Community Natural Gas Co., Inc, Firm Gas Transportation Agreement - FT-GS, dated August 31, 1993, effective September 1, 1993. Contract No. FG0008.

8. City of Casey, Illinois, Firm Gas Transportation Agreement - FT-GS, dated September 1, 1993, effective September 1, 1993. Contract No. FG0009.

9. Community Natural Gas Co., Inc, Firm Gas Transportation Agreement - FT-GS, dated September 17, 2003, effective September 17, 2003. Contract No. FG0227.

10. Northern Illinois Gas Company (d/b/a Nicor Gas Company), Rate Schedule SA, dated March 4, 2003, effective March 4, 2003. Contract No. SA0001.

11. Northern Illinois Gas Company (d/b/a Nicor Gas Company), Rate Schedule SA, dated June 1, 2003, effective June 1, 2003. Contract No. SA0002.

12. Constellation NewEnergy-Gas Division, LLC, Rate Schedule SA, dated April 4, 2006, effective April 5, 2006. Contract No. SA0006.

GENERAL TERMS AND CONDITIONS

33. OFF-SYSTEM AND THIRD-PARTY SERVICES

33.1 Off-system Services

From time to time, Company may enter into service agreements with other interstate and intrastate pipelines, local distribution, and storage companies ("off-system services"). In the event that Company acquires off-system services, Company will use such for operational reasons or to render service for its customers. In the event that Company utilizes off-system services on behalf of its customers, it will only render such service to customers pursuant to Company's FERC Gas Tariff and subject to Company's approved rates, as such Tariff and rates may change from time to time.

33.2 Third Party Services

Nothing in this Tariff shall be construed as prohibiting a Shipper/Balancing Party from availing itself of the opportunity to obtain imbalance management services similar to those offered by Company from third party providers. Company shall provide such Shipper/Balancing Party access to transportation and other pipeline services without undue discrimination or preference.

34. ELECTRONIC CONTRACT EXECUTION

Electronic contract execution is available to Shippers and Buyers for agreements under Rate Schedule(s) FT-A, FT-B, PAL, and IT provided that such party shall have previously 1) met the requirements of the applicable Rate Schedule and the General Terms and Conditions of this Tariff and 2) electronically agreed to the terms and conditions of Company's Master Electronic Transactions Agreement.

A Releasing Shipper may contract to release firm capacity in accordance with Section 21 of the General Terms and Conditions of this Tariff electronically and a Designated Replacement Shipper or a Replacement Shipper may contract for firm capacity in accordance with Section 21 of the General Terms and Conditions of this Tariff electronically.

GENERAL TERMS AND CONDITIONS

35. RESERVATION OF CAPACITY FOR EXPANSION/EXTENSION PROJECTS

Company may elect to reserve for a future expansion/extension project any unsubscribed capacity or capacity under expiring or terminating Service Agreements where such Agreements do not have a right of first refusal or Shipper does not exercise its right of first refusal. Company may only reserve capacity for a future expansion/extension project for which an open season has been or will be held within one (1) year of the date that Company posts such capacity as being reserved. Prior to reserving capacity for an expansion/extension project, Company shall first post for bid all of its available capacity on its web site as set forth on its Informational Postings web site for at least five (5) Business Days before capacity will be reserved. Company shall post available capacity in accordance with Subsection 19.2 of the General Terms and Conditions of Company's FERC Gas Tariff. Capacity shall be awarded pursuant to Section 25 of the General Terms and Conditions of Company's FERC Gas Tariff.

Capacity may be reserved for expansion/extension projects only for a 12-month period prior to Company filing for certificate approval for construction of proposed expansion/extension facilities, and thereafter until all expansion/extension facilities related to the certificate filing are placed into service.

If Company reserves capacity for an expansion/extension project, it will notify Shippers of its intent as part of Company's posting of capacity on its Informational Postings web site. Company'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, Company 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. Company 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. If unsubscribed capacity, that has been posted for bid remains unsubscribed after posting, 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 Company's existing Shippers to serve the expansion/extension project. Company shall post on its Informational Postings web site 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 specifying the minimum term for a response to the solicitation.

Any capacity reserved under this Subsection will be made available for transportation service pursuant to Company's FERC Gas Tariff on a limited-term basis up to the in-service date of the expansion/extension project. Company reserves the right to limit any extension rights provided in the Service Agreement and pursuant to Section 16 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 Company posts the capacity on its Informational Postings web site.

GENERAL TERMS AND CONDITIONS

36. OPERATIONAL BALANCING AGREEMENT POLICY

36.1 Purpose

The Operational Balancing Agreement (OBA), is intended to govern the treatment of any differences between the actual quantity of gas received/delivered at a point of interconnection with Company's system and the quantity of gas that is scheduled.

Company's OBA shall be based upon the NAESB WGQ Model OBA whenever possible. [6.5.2/v1.4]

Company considers an OBA to be a predetermined allocation method.

36.2 Policy

It is Company's policy to negotiate and execute, if possible, the Company's applicable form of OBA at all points of interconnection. However, if an OBA does not exist at a point of interconnection, the imbalance charges, cash-outs, or penalties incurred at such point shall be the responsibility of Shipper(s) that are out of balance. Company shall enter into an OBA at all pipeline-to-pipeline (interstate and intrastate) interconnects. [2.3.29/v1.6]

If it is not possible to utilize Company's form of OBA for an interstate pipeline interconnection, an acceptable OBA for such interconnection must include the following provisions:

(a) The OBA must be in energy terms with stated bases.

(b) The OBA parties intend that the quantity actually received/delivered each day at the interconnection will equal the scheduled nominations.

(c) Any differences between the metered quantity and the scheduled nomination is treated as an OBA imbalance and exists solely between the OBA parties.

(d) The OBA parties will take the necessary steps to ensure that the cumulative daily OBA imbalance is maintained at or tends towards a zero imbalance. No imbalance penalty shall be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty. [2.3.31/v1.1]

(e) The OBA parties will regularly reconcile scheduled nominations during a given Production Month. A mutually agreed upon scheduled nomination summary must be completed as soon as practical after each Production Month end.

(f) The monthly metered flow data for such interconnection will be determined and communicated by the Measurement Party in writing as soon as possible to the other OBA party.

(g) The OBA parties at such interconnection may temporarily suspend the OBA in accordance with the terms thereof if either party discovers or anticipates extraordinary circumstances, such as significant interruption of transportation service, severe weather, or some other event which affects the gas supplies available for delivery at the interconnection.

(h) A mutually agreeable commencement date, termination date, and cancellation clause.

An operational imbalance at a given point of interconnection is subject to resolution under Rate Schedule LMS-MA and Rate Schedule LMS-PA, if applicable, as set forth in the form of OBA.

Sheet Nos. 277 - 399 Sheet Nos. 277 - 399 : Effective

Sheet Nos. 277-399 are being reserved for future use.

MIDWESTERN GAS TRANSMISSION COMPANY
SUPPLY AGGREGATION SERVICE AGREEMENT
Rate Schedule SA

THIS AGREEMENT is made and entered into as of _____ day of _____, 20____, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and _____, hereinafter referred to as "Aggregator." Company and Aggregator shall collectively be referred to herein as the "Parties."

ARTICLE 1
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Company's Rate Schedule SA, Company agrees to permit Aggregator to aggregate nominated quantities of gas, under any of Company's transportation rate schedules, at a Supply Aggregation Point (SA Point) pursuant to Rate Schedule SA.

ARTICLE 2
CHARGES FOR SUPPLY AGGREGATION SERVICE

2.1 IMBALANCE CHARGES - Commencing upon the date of execution hereof, any charges related to imbalances at the physical point(s) served by the SA Point shall be paid by Aggregator to Company in accordance with Company's Rate Schedules SA, LMS-PA and LMS-MA as well as the General Terms and Conditions of Company's FERC Gas Tariff.

2.2 CHANGES IN CHARGES - Aggregator agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the charges applicable to service pursuant to Company's Rate Schedule SA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules or this Agreement. Company agrees that Aggregator may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Company's existing FERC Gas Tariff as may be found necessary to assure Company just and reasonable rates.

ARTICLE 3
INVOICING AND PAYMENTS

Company shall bill and Aggregator shall pay all charges in accordance with Sections 5 and 6, respectively, of the General Terms and Conditions of Company's Gas Tariff.

ARTICLE 4
RATE SCHEDULES, GENERAL TERMS AND CONDITIONS
AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated by reference, and made part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable Rate Schedule, then the terms and conditions of the Rate Schedule shall govern unless the relevant provision is inconsistent with General Terms and Conditions.

MIDWESTERN GAS TRANSMISSION COMPANY
SUPPLY AGGREGATION SERVICE AGREEMENT
Rate Schedule SA

ARTICLE 5
REGULATION

This Agreement shall be subject to all applicable lawful 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 is not obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

ARTICLE 6
TERM

6.1 This Agreement shall be effective as of _____ and shall remain in force and effect on a month to month basis thereafter unless this contract is terminated as hereinafter provided. This Agreement may be terminated by either Company or Aggregator upon 30 days prior written notice to the other.

6.2 Any portion of this Agreement necessary to resolve imbalances under this Agreement as required by the Rate Schedules SA, LMS-PA, LMS-MA and the General Terms and Conditions of Midwestern's Gas Tariff shall survive the other parts of the Agreement until such time as such balancing has been accomplished; provided, however, that Company notifies Aggregator of such imbalance no later than twelve months after the termination of this Agreement.

6.3 This Agreement will terminate automatically in the event Aggregator fails to pay the entire amount of any bill for service rendered by Company hereunder in accordance with the terms and conditions of Section 6 of the General Terms and Conditions of Company's FERC Tariff.

ARTICLE 7
NOTICE

Notices shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

120109

MIDWESTERN GAS TRANSMISSION COMPANY
SUPPLY AGGREGATION SERVICE AGREEMENT
Rate Schedule SA

ARTICLE 8
ASSIGNMENTS

8.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated.

8.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE 9
MISCELLANEOUS

9.1 The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to the doctrines governing choice of law.

9.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

9.3 Unless otherwise expressly provided in this Agreement or Company's Gas Tariff, no modification or supplement to the terms and provisions stated in this Agreement shall be or become effective until Aggregator has submitted a request for change and Aggregator has been notified of Company's agreement to such change. Such modifications or supplements shall be set forth on Exhibit A attached to this Agreement.

ARTICLE 10 - OTHER PROVISIONS

(If none - so state) _____
_____
_____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

BY: _____

TITLE: _____

AGGREGATOR

BY: _____

TITLE: _____

DATE: _____
120109

SUPPLY AGGREGATION SERVICE AGREEMENT

EXHIBIT "A"

DATED _____, _____

BETWEEN

MIDWESTERN GAS TRANSMISSION COMPANY

AND

_____

SA Point	DRN Number
_____	_____

Point(s)	DRN Number	Predetermined Ranking(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(This Exhibit A supersedes and cancels Exhibit A dated _____ to the Supply Aggregation Agreement dated _____.)

The effective date of this Exhibit A is _____.

120109

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A or FT-GS

THIS AGREEMENT is made and entered into as of _____, 20____, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and _____, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as "Parties."

WITNESSETH:

That, in consideration of their respective covenants and agreements herein contained, Company and Shipper agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - TRANSPORTATION

Company agrees to provide firm transportation service pursuant to Rate Schedule FT-A or FT-GS to Shipper on a daily basis beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Agreement in accordance with the Transportation Quantity and Transportation Path as identified on Exhibit A attached hereto.

ARTICLE 3 - RECEIPT POINT AND DELIVERY POINT

3.1 The Receipt Point and Delivery Point defining the Transportation Path shall be those points specified on Exhibit A attached hereto. Shipper shall be entitled to Receipt Point and Delivery Point flexibility in accordance with Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. Priority of transportation service shall be determined in accordance with Section 15 and Subsection 3.7 of the General Terms and Conditions of Company's FERC Gas Tariff.

3.2 Shipper may request a change to the Receipt Point and/or Delivery Point defining the Transportation Path provided in this Agreement in accordance with Subsection 25.3 of the General Terms and Conditions of Company's FERC Gas Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A or FT-GS

ARTICLE 4 - FACILITIES

All facilities are in place to render the service provided for in this Agreement.

or

(If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.)

ARTICLE 5 - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point and at the Receipt Point. In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the Balancing Party at such point. If measurement facilities are not operated by Company and there is no Balancing Party at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE 6 - RATES FOR SERVICE

6.1 Transportation Charge - The rates, charges and surcharges for the transportation service provided for herein, including compensation for system fuel use and gas lost and unaccounted for, shall be paid by Shipper to Company in accordance with Company's applicable effective Rate Schedule (FT-A or FT-GS) and the General Terms and Conditions of Company's FERC Gas Tariff. Except as provided in this Agreement, Shipper shall pay Company the applicable maximum rate and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff. Company and Shipper may agree to a discounted rate pursuant to the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff provided that the discounted rate is between the applicable maximum and minimum rates for this service.

6.2 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required to provide the transportation service described herein. Further, Shipper agrees to reimburse Company for all such fees within thirty (30) days after receiving proof of payment from Company.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A or FT-GS

ARTICLE 6 - RATES FOR SERVICE
(Continued)

6.3 Changes in Tariff Provisions - Company shall have the right to file with the FERC any changes in the rates, charges, terms and conditions of its Rate Schedules, the General Terms and Conditions, or form of agreements in Company's FERC Gas Tariff applicable to those Rate Schedules and to make such changes effective at such times as Company desires and is possible under applicable law. Company agrees that Shipper may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

ARTICLE 7 - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own.

Without limiting its other responsibilities and obligations under this Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas supply, (2) markets and (3) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one or more of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the applicable rates and charges as provided for in this Agreement and Company's FERC Gas Tariff.

ARTICLE 8 - PAYMENTS

Shipper shall make payments to Company under this Agreement in accordance with the provisions of this Agreement and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

ARTICLE 9 - RATE SCHEDULES, GENERAL TERMS AND CONDITIONS
AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions, which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated by reference and made part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable Rate Schedule, the Rate Schedule shall govern unless the relevant provision is inconsistent with General Terms and Conditions.

ARTICLE 10 - REGULATION

10.1 This Agreement shall be subject to all applicable and lawful United States governmental statutes, orders, rules and regulations of duly constituted authorities having jurisdiction and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorization 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.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A or FT-GS

ARTICLE 10 - REGULATION
(Continued)

All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

10.2 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service on facilities prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6.2 herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE 11 - WARRANTIES

Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by Shipper herein. Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty by Shipper.

ARTICLE 12 - TERM OF AGREEMENT

12.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the Billing Commencement Date as set forth in Exhibit A or through _____. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Section 16 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.

12.2 Termination of this Agreement shall not relieve Company and Shipper of the obligation to resolve or cash-out any imbalances hereunder, or Shipper of its obligation hereunder to Company and shall be in addition to any other remedies that Company may have.

12.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay the entire amount of any invoice for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accordance with the terms and conditions of Section 6 of the General Terms and Conditions of Company's FERC Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A or FT-GS

ARTICLE 13 - NOTICES

Any notice, request, demand, statement, or invoice provided for in this Agreement or any notice that either Party may desire to give to the other shall be in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness. Either Party, without relieving itself of its obligations under this Agreement, may assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder, except in accordance with Section 21 of the General Terms and Conditions of Company's FERC Gas Tariff.

14.2 Any person or entity that succeeds by purchase, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE 15 - GENERAL

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

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A or FT-GS

ARTICLE 15 - GENERAL
(Continued)

15.2 No waiver by any Party of any 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 of a different character.

15.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to Choice of Law doctrine that refers to the laws of another jurisdiction.

15.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Company's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 16 - OTHER PROVISIONS

(If none - so state) _____
_____
_____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

120109

MIDWESTERN GAS TRANSMISSION COMPANY
EXHIBIT A TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A or FT-GS

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes _____ No _____

Transportation Quantity: _____ Dth/day

Transportation Path:
Receipt Point: _____ Delivery Point: _____

Recourse Rate: Maximum Rate 1/ _____

Discounted Rate: 1/ _____
Rate Type: 2/ _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Daily Commodity Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Zone: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

This Exhibit A is made and entered into as of _____, 20___.

Billing Commencement Date of this Exhibit A is _____.

1/ An applicable ACA charge will be included in the Shipper's monthly invoice.

2/ See Section 27 of the General Terms and Conditions for description of various types of discount rates.

120109

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

First Revised Sheet No. 410A First Revised Sheet No. 410A
Superseding: Original Sheet No. 410A

Sheet No. 410A is being reserved for future use.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-B

THIS AGREEMENT is made and entered into as of _____, 20___, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and _____, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as "Parties."

WITNESSETH:

That, in consideration of their respective covenants and agreements herein contained, Company and Shipper agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - TRANSPORTATION

Company agrees to provide firm transportation service pursuant to Rate Schedule FT-B to Shipper on a daily basis beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Agreement, in accordance with the Transportation Quantity and Transportation Path as identified on Exhibit A attached hereto.

ARTICLE 3 - RECEIPT POINT AND DELIVERY POINT

3.1 The Receipt Point and Delivery Point defining the Transportation Path shall be those points specified on Exhibit A attached hereto. Shipper shall be entitled to Receipt Point and Delivery Point flexibility in accordance with Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. Priority of transportation service shall be determined in accordance with Section 15 and Subsection 3.7 of the General Terms and Conditions of Company's FERC Gas Tariff.

3.2 Shipper may request a change to the Receipt Point and/or Delivery Point provided in this Agreement in accordance with Subsection 25.3 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 4 - FACILITIES

All facilities are in place to render the service provided for in this Agreement.

or

(If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.)

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-B

ARTICLE 5 - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point and at the Receipt Point. In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the Balancing Party at such point. If measurement facilities are not operated by Company and there is no Balancing Party at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE 6 - RATES FOR SERVICE

6.1 Transportation Charge - The rates, charges and surcharges, including compensation for system fuel and losses, shall be paid by Shipper to Company in accordance with Company's applicable effective Rate Schedule FT-B and the General Terms and Conditions of Company's FERC Gas Tariff. Except as provided in this Agreement, Shipper shall pay Company the applicable maximum rate and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff. Company and Shipper may agree to a discounted rate pursuant to the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff provided that the discounted rate is between the applicable maximum and minimum rates for this service.

6.2 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees, surcharges, or similar charges required to provide the transportation service described herein. Further, Shipper agrees to reimburse Company for all such fees within thirty (30) days after receiving proof of payment from Company.

6.3 Changes in Tariff Provisions - Company shall have the right to file with the FERC any changes in (a) the rates, charges, terms and conditions of its Rate Schedules, the General Terms and Conditions, or (b) form of agreements in Company's FERC Gas Tariff applicable to those Rate Schedules and to make such changes effective at such times as Company desires and is possible under applicable law. Company agrees that Shipper may protest any filed changes before the FERC and exercise any rights it may have with respect thereto.

ARTICLE 7 - RESPONSIBILITY DURING TRANSPORTATION

7.1 As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point and prior to delivery of such gas to or for the account of Shipper at the Delivery Point, Company shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own.

7.2 Without limiting its other responsibilities and obligations under this Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas supply, (2) markets and (3) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the applicable rates and charges as provided for in this Agreement and Company's FERC Gas Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-B

ARTICLE 8 - PAYMENTS

Shipper shall make payments to Company under this Agreement in accordance with the provisions of this Agreement and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

ARTICLE 9 - RATE SCHEDULES, GENERAL TERMS AND CONDITIONS AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated by reference, and made part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable Rate Schedule, the Rate Schedule shall govern unless the relevant provision is inconsistent with General Terms and Conditions.

ARTICLE 10 - REGULATION

10.1 This Agreement shall be subject to all applicable and lawful United States governmental statutes, orders, rules and regulations of duly constituted authorities having jurisdiction and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorization 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.

All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

10.2 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service on facilities prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6.2 herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE 11 - WARRANTIES

Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by Shipper herein. Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty by Shipper.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-B

ARTICLE 12 - TERM

12.1 This Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with Company's FERC Gas Tariff after the Billing Commencement Date as set forth in Exhibit A or through _____. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Section 16 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.

12.2 Termination of this Agreement shall not relieve Company and Shipper of the obligation to resolve or cash-out any imbalances hereunder, or Shipper of its obligation to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

12.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay the entire amount of any invoice for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made as set forth in Section 6 of the General Terms and Conditions of Company's FERC Tariff.

ARTICLE 13 - NOTICES

Any notice, request, demand, statement or invoice provided for in this Agreement or any notice that either Party may desire to give to the other shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness. Either Party, without relieving itself of its obligations under this Agreement, may assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder, except in accordance with Section 21 of the General Terms and Conditions of Company's FERC Gas Tariff.

14.2 Any person or entity that succeeds by purchase, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-B

ARTICLE 15 - GENERAL

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

15.2 No waiver by any Party of any 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 of a different character.

15.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to Choice of Law doctrine that refers to the laws of another jurisdiction.

15.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Company's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 16 - OTHER PROVISIONS

(If none - so state) _____
_____
_____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

MIDWESTERN GAS TRANSMISSION COMPANY
EXHIBIT A TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-B

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes _____ No _____

Transportation Quantity: _____ Dth/day

Transportation Path:

Receipt Point: _____ Delivery Point: _____

Recourse Rate: Maximum Rate 1/ Yes _____ No _____

Discounted Rate: 1/ _____
Rate Type: 2/ _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Daily Commodity Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Zone: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 1/ _____($/Dth)

This Exhibit A is made and entered into as of _____, 20__.

Billing Commencement Date of this Exhibit A is _____.

1/ An applicable ACA charge will be included in the Shipper's monthly invoice.

2/ See Section 27 of the General Terms and Conditions for description of various types of discount rates.

120109

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

First Revised Sheet No. 410H First Revised Sheet No. 410H
Superseding: Original Sheet No. 410H

Sheet No. 410H is being reserved for future use.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-C

THIS AGREEMENT is made and entered into as of _____, 20____, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and _____, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as "Parties."

WITNESSETH:

That, in consideration of their respective covenants and agreements herein contained, Company and Shipper agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - TRANSPORTATION

Company agrees to provide firm transportation service pursuant to Rate Schedule FT-C to Shipper on a daily basis beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Agreement in accordance with the Transportation Quantity and Transportation Path as identified on Exhibit A attached hereto.

ARTICLE 3 - RECEIPT POINT AND DELIVERY POINT

3.1 The Receipt Point and Delivery Point defining the Transportation Path shall be those points specified on Exhibit A attached hereto. Shipper shall be entitled to Receipt Point and Delivery Point flexibility in accordance with Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. Priority of transportation service shall be determined in accordance with Section 15 and Subsection 3.7 of the General Terms and Conditions of Company's FERC Gas Tariff.

3.2 Shipper may request a change to the Receipt Point and/or Delivery Point defining the Transportation Path provided in this Agreement in accordance with Subsection 25.3 of the General Terms and Conditions of Company's FERC Gas Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-C

ARTICLE 4 - FACILITIES

All facilities are in place to render the service provided for in this Agreement.

or

(If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.)

ARTICLE 5 - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point and at the Receipt Point. In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the Balancing Party at such point. If measurement facilities are not operated by Company and there is no Balancing Party at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE 6 - RATES FOR SERVICE

6.1 Transportation Charge - The rates, charges and surcharges for the transportation service provided for herein, including compensation for system fuel use and gas lost and unaccounted for, shall be paid by Shipper to Company in accordance with Company's applicable effective Rate Schedule FT-C and the General Terms and Conditions of Company's FERC Gas Tariff. Except as provided in this Agreement, Shipper shall pay Company the applicable maximum rate and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff. Company and Shipper may agree to a discounted rate pursuant to the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff provided that the discounted rate is between the applicable maximum and minimum rates for this service.

6.2 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required to provide the transportation service described herein. Further, Shipper agrees to reimburse Company for all such fees within thirty (30) days after receiving proof of payment from Company.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-C

ARTICLE 10 - REGULATION

10.1 This Agreement shall be subject to all applicable and lawful United States governmental statutes, orders, rules and regulations of duly constituted authorities having jurisdiction and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorization 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. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

10.2 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service on facilities prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6.2 herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE 11 - WARRANTIES

Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by Shipper herein. Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty by Shipper.

ARTICLE 12 - TERM OF AGREEMENT

12.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the Billing Commencement Date as set forth in Exhibit A or through _____. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance
with Section 16 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.

12.2 Termination of this Agreement shall not relieve Company and Shipper of the obligation to resolve or cash-out any imbalances hereunder, or Shipper of its obligation hereunder to Company and shall be in addition to any other remedies that Company may have.

12.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay the entire amount of any invoice for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accordance with the terms and conditions of Section 6 of the General Terms and Conditions of Company's FERC Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-C

ARTICLE 13 - NOTICES

Any notice, request, demand, statement, or invoice provided for in this Agreement or any notice that either Party may desire to give to the other shall be in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness. Either Party, without relieving itself of its obligations under this Agreement, may assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder, except in accordance with Section 21 of the General Terms and Conditions of Company's FERC Gas Tariff.

14.2 Any person or entity that succeeds by purchase, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE 15 - GENERAL

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

15.2 No waiver by any Party of any 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 of a different character.

15.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to Choice of Law doctrine that refers to the laws of another jurisdiction.

15.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Company's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 16 - OTHER PROVISIONS

(If none - so state) _____

120109

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-C

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

MIDWESTERN GAS TRANSMISSION COMPANY
EXHIBIT A TO FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-C

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes _____ No _____

Transportation Quantity: _____ Dth/day

Transportation Path:
Receipt Point: _____ Delivery Point: _____

Recourse Rate: Maximum Rate 1/ _____

Discounted Rate: 1/ _____
Rate Type: 2/ _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Daily Commodity Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Zone: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

This Exhibit A is made and entered into as of _____, 20___.

Billing Commencement Date of this Exhibit A is _____.

1/ An applicable ACA charge will be included in the Shipper's monthly invoice.

2/ See Section 27 of the General Terms and Conditions for description of various types of discount rates.

120109

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-D

THIS AGREEMENT is made and entered into as of _____, 20____, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company," and _____, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as "Parties."

WITNESSETH:

That, in consideration of their respective covenants and agreements herein contained, Company and Shipper agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - TRANSPORTATION

Company agrees to provide firm transportation service pursuant to Rate Schedule FT-D to Shipper on a daily basis beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Agreement in accordance with the Transportation Quantity and Transportation Path as identified on Exhibit A attached hereto.

ARTICLE 3 - RECEIPT POINT AND DELIVERY POINT

3.1 The Receipt Point and Delivery Point defining the Transportation Path shall be those points specified on Exhibit A attached hereto. Shipper shall be entitled to Receipt Point and Delivery Point flexibility in accordance with Section 15 of the General Terms and Conditions of Company's FERC Gas Tariff. Priority of transportation service shall be determined in accordance with Section 15 and Subsection 3.7 of the General Terms and Conditions of Company's FERC Gas Tariff.

3.2 Shipper may request a change to the Receipt Point and/or Delivery Point defining the Transportation Path provided in this Agreement in accordance with Subsection 25.3 of the General Terms and Conditions of Company's FERC Gas Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-D

ARTICLE 4 - FACILITIES

All facilities are in place to render the service provided for in this Agreement.

or

(If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.)

ARTICLE 5 - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point and at the Receipt Point. In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the Balancing Party at such point. If measurement facilities are not operated by Company and there is no Balancing Party at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE 6 - RATES FOR SERVICE

6.1 Transportation Charge - The rates, charges and surcharges for the transportation service provided for herein, including compensation for system fuel use and gas lost and unaccounted for, shall be paid by Shipper to Company in accordance with Company's applicable effective Rate Schedule FT-D and the General Terms and Conditions of Company's FERC Gas Tariff. Except as provided in this Agreement, Shipper shall pay Company the applicable maximum rate and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff. Company and Shipper may agree to a discounted rate pursuant to the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff provided that the discounted rate is between the applicable maximum and minimum rates for this service.

6.2 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required to provide the transportation service described herein. Further, Shipper agrees to reimburse Company for all such fees within thirty (30) days after receiving proof of payment from Company.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-D

ARTICLE 6 - RATES FOR SERVICE
(Continued)

6.3 Changes in Tariff Provisions - Company shall have the right to file with the FERC any changes in the rates, charges, terms and conditions of its Rate Schedules, the General Terms and Conditions, or form of agreements in Company's FERC Gas Tariff applicable to those Rate Schedules and to make such changes effective at such times as Company desires and is possible under applicable law. Company agrees that Shipper may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

ARTICLE 7 - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own.

Without limiting its other responsibilities and obligations under this Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas supply, (2) markets and (3) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one or more of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the applicable rates and charges as provided for in this Agreement and Company's FERC Gas Tariff.

ARTICLE 8 - PAYMENTS

Shipper shall make payments to Company under this Agreement in accordance with the provisions of this Agreement and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

ARTICLE 9 - RATE SCHEDULES, GENERAL TERMS AND CONDITIONS
AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions, which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated by reference and made part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable Rate Schedule, the Rate Schedule shall govern unless the relevant provision is inconsistent with General Terms and Conditions.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-D

ARTICLE 10 - REGULATION

10.1 This Agreement shall be subject to all applicable and lawful United States governmental statutes, orders, rules and regulations of duly constituted authorities having jurisdiction and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorization 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. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

10.2 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service on facilities prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6.2 herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE 11 - WARRANTIES

Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by Shipper herein. Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty by Shipper.

ARTICLE 12 - TERM OF AGREEMENT

12.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the Billing Commencement Date as set forth in Exhibit A or through _____. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Section 16 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.

12.2 Termination of this Agreement shall not relieve Company and Shipper of the obligation to resolve or cash-out any imbalances hereunder, or Shipper of its obligation hereunder to Company and shall be in addition to any other remedies that Company may have.

12.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay the entire amount of any invoice for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accordance with the terms and conditions of Section 6 of the General Terms and Conditions of Company's FERC Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-D

ARTICLE 13 - NOTICES

Any notice, request, demand, statement, or invoice provided for in this Agreement or any notice that either Party may desire to give to the other shall be in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness. Either Party, without relieving itself of its obligations under this Agreement, may assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder, except in accordance with Section 21 of the General Terms and Conditions of Company's FERC Gas Tariff.

14.2 Any person or entity that succeeds by purchase, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE 15 - GENERAL

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

15.2 No waiver by any Party of any 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 of a different character.

15.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to Choice of Law doctrine that refers to the laws of another jurisdiction.

15.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Company's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 16 - OTHER PROVISIONS

(If none - so state) _____

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-D

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

050310

MIDWESTERN GAS TRANSMISSION COMPANY
EXHIBIT A TO FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-D

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes _____ No _____

Transportation Quantity: _____ Dth/day

Transportation Path:
Receipt Point: _____ Delivery Point: _____

Recourse Rate: Maximum Rate 1/ _____

Discounted Rate: 1/ _____
Rate Type: 2/ _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Daily Commodity Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Zone: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

This Exhibit A is made and entered into as of _____, 20___.

Billing Commencement Date of this Exhibit A is _____.

1/ An applicable ACA charge will be included in the Shipper's monthly invoice.

2/ See Section 27 of the General Terms and Conditions for description of various types of discount rates.

050310

MIDWESTERN GAS TRANSMISSION COMPANY
FIRM TRANSPORTATION AGREEMENT (Conditional)
Rate Schedule FT-C

ARTICLE 6 - RATES FOR SERVICE
(Continued)

6.3 Changes in Tariff Provisions - Company shall have the right to file with the FERC any changes in the rates, charges, terms and conditions of its Rate Schedules, the General Terms and Conditions, or form of agreements in Company's FERC Gas Tariff applicable to those Rate Schedules and to make such changes effective at such times as Company desires and is possible under applicable law. Company agrees that Shipper may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

ARTICLE 7 - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own.

Without limiting its other responsibilities and obligations under this Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas supply, (2) markets and (3) transportation upstream and downstream of the Company's pipeline system. Notwithstanding the loss of one or more of the items enumerated above, Shipper shall continue to be liable for payment to the Company of the applicable rates and charges as provided for in this Agreement and Company's FERC Gas Tariff.

ARTICLE 8 - PAYMENTS

Shipper shall make payments to Company under this Agreement in accordance with the provisions of this Agreement and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

ARTICLE 9 - RATE SCHEDULES, GENERAL TERMS AND CONDITIONS
AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions, which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated by reference and made part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable Rate Schedule, the Rate Schedule shall govern unless the relevant provision is inconsistent with General Terms and Conditions.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

First Revised Sheet No. 410N.01 First Revised Sheet No. 410N.01
Superseding: Original Sheet No. 410N.01

Sheet No. 410N.01 is being reserved for future use.

MIDWESTERN GAS TRANSMISSION COMPANY
INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

THIS AGREEMENT is made and entered into as of _____, 20____, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as "Parties."

WITNESSETH:

That, in consideration of the premises and the mutual agreements herein contained, Company and Shipper agree as follows:

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - TRANSPORTATION

If on any day after executing this Agreement, Company determines that capacity exists in its pipeline system to transport all or a portion of Shipper's maximum interruptible quantity as stated on the attached Exhibit A, then Shipper shall be entitled to tender and deliver to Company at each of Shipper's Receipt Point(s) specified on Company's Informational Postings web site the quantity of gas which Company has determined as available for Receipt Point(s) for such days. Company shall deliver an Equivalent Quantity of gas to Shipper at any Delivery Point(s) specified on Company's Informational Postings web site in accordance with Subsection 2.1 of Rate Schedule IT-1.

ARTICLE 3 - RECEIPT POINTS AND DELIVERY POINTS

Receipt Points and Delivery Points: All Receipt Points and Delivery Points specified on Company's Informational Postings web site shall be available for transportation under this Agreement. Priority of transportation service to such points shall be determined pursuant to Subsection 3.7 of the General Terms and Conditions of Company's Tariff.

ARTICLE 4 - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s) and at the Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the Balancing Party at such point. If measurement facilities are not operated by Company and there is no Balancing Party at such point, then the responsibility for operations shall be deemed to be Shipper's.

MIDWESTERN TRANSMISSION COMPANY
INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

ARTICLE 5 - RATES FOR SERVICE

5.1 Transportation Charge - The rates, charges and surcharges for the transportation service provided for herein, including compensation for system fuel use and gas lost and unaccounted for, shall be paid by Shipper to Company in accordance with Company's effective Rate Schedule IT and the General Terms and Conditions of Company's FERC Gas Tariff. Except as provided to the contrary in this Agreement, Shipper shall pay Company the applicable maximum rate(s) and all other applicable charges and surcharges specified on the effective Summary of Rates and Charges in Company's FERC Gas Tariff and in Rate Schedule IT. Company and Shipper may agree to a discounted rate pursuant to the provisions of Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff provided that the discounted rate is between the applicable maximum and minimum rates for this service.

5.2 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates, charges, terms and conditions applicable to service pursuant to Company's Rate Schedule IT, (b) Company's Rate Schedule IT and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff applicable to Rate Schedule IT, as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

5.3 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required to provide the transportation service described herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the FERC or any other agency in connection with the retention of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company. Further, Shipper agrees to be responsible for, and pay all amounts relating to, all other incidental charges in accordance with the terms and conditions of Company's effective Rate Schedule IT and the General Terms and Conditions in Company's FERC Gas Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

ARTICLE 6 - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE 7 - PAYMENTS

Shipper shall make payments to Company under this Agreement in accordance with the provisions of this Agreement and the General Terms and Conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced time to time.

ARTICLE 8 - RATE SCHEDULES, GENERAL TERMS AND CONDITIONS
AND EXHIBIT A OF AGREEMENT

Company's Rate Schedules and General Terms and Conditions, which are on file with the FERC and in effect, and Exhibit A hereto are all applicable to this Agreement and are incorporated herein by reference and made a part of this Agreement. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with Company's Rate Schedule IT, the Rate Schedule IT shall govern unless the relevant provision is inconsistent with Company's General Terms and Conditions.

ARTICLE 9 - TERM OF AGREEMENT

9.1 This Agreement shall become effective _____, and shall continue in full force until _____and month-to-month thereafter. Either party may elect to terminate this Agreement as of the end of said initial term or as of the end of any extended period (Termination Date) by giving thirty (30) days' prior written notice to the other party of such termination to be effective on the Termination Date.

9.2 Termination of this Agreement shall not relieve Company and Shipper of the obligation to resolve or cash-out any imbalances hereunder, or Shipper of its obligation hereunder to Company and shall be in addition to any other remedies that Company may have.

9.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay the entire amount of any invoice for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accordance with the terms and conditions of Section 6 of the General Terms and Conditions of Company's FERC Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

ARTICLE 10 - REGULATION

This Agreement shall be subject to all applicable United States governmental statutes, orders, rules and regulations of duly constituted authorities having jurisdiction 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. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Article 9.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.

ARTICLE 11 - NOTICE

Notice(s) shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE 12 - GENERAL

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

12.2 No waiver by any Party of any 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 of a different character.

12.3 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, without regard to Choice of Law doctrine that refers to the laws of another jurisdiction.

12.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Company's option. If the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

MIDWESTERN GAS TRANSMISSION COMPANY

By: _____

Title: _____

(NAME OF SHIPPER)

By: _____

Title: _____

120109

MIDWESTERN GAS TRANSMISSION COMPANY
INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT-1

EXHIBIT A 1/

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

IT-1 SHIPPER -

IT-1 SHIPPER'S ADDRESS -

Direction of Flow: _____ (south to north or north to south)

Maximum Interruptible Quantity: _____ Dth/day 2/

Recourse Rate: Maximum Rate 3/ _____

Discounted Rate: 3/ _____
Rate Type: 4/ _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Daily Reservation Rate per Dth _____
Discounted Daily Commodity Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Zone: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 3/ No _____ Yes _____ (attach explanation of rate)

This Exhibit A is made and entered into as of _____, 20___.

1/ Company's Receipt Points and Delivery Points are posted on Company's Informational Postings web site and are hereby incorporated by reference and made part of this Agreement.

2/ Nominations of gas quantities will be limited to the lesser of Shipper's Transportation Quantity or the quantity specified for a given Receipt Point and Delivery Point on Company's System.

3/ An applicable ACA charge will be included in the Shipper's monthly invoice.

4/ See Section 27 of the General Terms and Conditions for description of various types of discount rates.

120109

Sheet No. 416 Reserved for Future Use

Sheet No. 416A is being reserved for future use.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

Second Revised Sheet No. 417 Second Revised Sheet No. 417
Superseding: Sheet Nos. 417 Through 423

The following Tariff sheets have been superseded and are reserved for future use:

First Revised Sheet No. 417
Fourth Revised Sheet No. 418
First Revised Sheet No. 419
First Revised Sheet No. 420
Second Revised Sheet No. 421
First Revised Sheet No. 422
Second Revised Sheet No. 423

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Receipt Points)

ARTICLE 2 - NOMINATIONS AND CONFIRMATIONS
(Continued)

If Balancing party fails to confirm the quantities to be transported at any Receipt Point(s) in accordance with the above, and such failure continues for two Business Days or more (whether or not such days are consecutive) after 24 hour written notice to the Balancing Party by Company for each occurrence of Balancing Party's failure to confirm, then the affected Receipt Point(s) shall be deleted from Exhibit A upon written notice from Company at the end of that calendar month.

2.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Receipt Point(s) will equal the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually received at the Receipt Point(s) equal the Scheduled Quantities. Unless prohibited by applicable law or regulation, all transportation services provided by Company shall be allocated each day in accordance with Rate Schedule LMS-PA of Company's Tariff or by such method as may be mutually agreed to by both Parties.

2.3 Allocation of Variances - The difference on any day between the Scheduled Quantities at all Receipt Points and the total actual quantity received at the Receipt Point(s) shall be the Daily Variance and shall be allocated to this Agreement and resolved pursuant to the provisions of Rate Schedule LMS-PA. The difference between the sum of the Scheduled Quantities during a calendar month and the total actual quantity received at the Receipt Point(s), during the calendar month shall be the Monthly Operational Imbalance. Any Monthly Operational Imbalances will be corrected in accordance with Article 3.

2.4 Reports on Actual Deliveries - Should Company not have the ability to monitor actual deliveries at any Receipt Point(s) on a daily basis, Balancing Party shall provide to Company the best available information compiled on a daily basis on the actual receipts at such Receipt Point(s) within two Business Days after the date of receipt. Furthermore, the Balancing Party shall provide or have provided to Company meter statements within five (5) Business Days after the close of a calendar month at any Receipt Point(s) where Company does not operate the meter. If the Balancing Party does not provide such information or meter statements at any Receipt Point(s), or the information provided contains significant inaccuracies as reasonably determined by Company, and such conditions continue for fifteen days or more (whether or not such days are consecutive) after the first notice to the Balancing Party, then all affected Receipt Points shall be deleted from this Agreement upon written notice from Company at the end of that calendar month.

2.5 Unauthorized Overruns - Balancing Party may not deliver gas at a Receipt Point in excess of the Daily Limit applicable to a Receipt Point, Balancing Party shall be subject to an Unauthorized Overrun Charge of fifteen dollars ($15.00) for each Dekatherms of excess volumes delivered. The Daily Limit applicable to a Receipt Point shall be stated in an Operational Flow Order issued pursuant to Section 8 of the General Terms and Conditions of Company's Tariff.

ARTICLE 3 - CORRECTION OF OPERATIONAL IMBALANCES

3.1 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, shall be used by Company for purposes of adjustments under this Section on a daily basis during the calendar month to determine the estimated Operational Imbalance at (all of) the Receipt Point(s). Company shall make

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Receipt Points)

ARTICLE 3 - CORRECTION OF OPERATIONAL IMBALANCES
(Continued)

the estimated Daily Variances and Monthly Operational Imbalance available to Balancing Party by the end of the third Business Day after each production day. Company may make or Balancing Party may make or cause to be made adjustments in nominations and actual deliveries upon 24 hours notice by making imbalance make up nominations pursuant to this Agreement and in accordance with Company's Tariff. Any adjustments will offset pre-existing imbalances accrued during that month.

3.2 Corrections in Subsequent Periods - As soon as practical following the close of each month, Company will send Balancing Party a statement setting forth the accrued Daily Variance Charges and the Monthly Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be resolved in cash in accordance with Rate Schedule LMS-PA of Company's FERC Gas Tariff Volume No. 1, unless the Parties mutually agree otherwise.

3.3 Measurement of Operational Imbalance - Any gas received or delivered pursuant to this Agreement shall be adjusted for variation in Btu content. Measurement of gas for all purposes shall be in accordance with Company's FERC Gas Tariff.

3.4 Mutual Assistance Provision - In recognition that Balancing Party has a significant amount of control over the flow of gas onto Company's system and can assist in alleviating balancing problems or remedying supply deficiencies, upon mutual agreement, Balancing Party will increase or decrease flows independent from nominations. This agreement is subordinate to Balancing Party's contractual obligations (as well as subject to operational constraints placed on the producers behind the point by geological or equipment conditions). In any month such assistance is provided to Company, Company will waive all Daily Variance Charges amassed by Balancing Party in the month during periods when an OFO is not in effect. The agreement to provide mutual assistance shall be at the sole discretion of the Balancing Party and subordinate to the right of the Balancing Party to operate its properties in a manner that constitutes prudent and efficient operation. Any daily variance resulting from a Balancing Party's assistance pursuant hereto shall not be considered in the calculation of such Balancing Party's Monthly Operational Imbalance.

3.5 Operational Integrity - Nothing in this Article 3 shall limit Company's right to take action as may be required to adjust receipts of gas in order to alleviate conditions that threaten the integrity of its system.

ARTICLE 4 - TERM

4.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from the date hereof for a primary term of one (1) year and shall continue thereafter on a month-to-month basis unless terminated by either Party giving thirty days prior written notice, with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours prior written notice with the termination to be effective at the end of a calendar month.

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Receipt Points)

ARTICLE 4 - TERM
(Continued)

4.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be resolved in cash in accordance with Rate Schedule LMS-PA of Company's FERC Gas Tariff Volume No. 1, unless the Parties mutually agree otherwise.

4.3 This Agreement will terminate automatically in the event that Balancing Party fails to pay the entire amount of any bill for service rendered by Company in accordance with Company's General Terms and Conditions.

ARTICLE 5 - CHARGES

5.1 Current Charges - Commencing upon the date of execution, the rates, charges, and surcharges to be paid by Balancing Party to Company for the service provided herein shall be in accordance with Company's Rate Schedule LMS-PA and the General Terms and Conditions of Company's FERC Gas Tariff.

5.2 Incidental Charges - Balancing Party agrees to reimburse Company for any filing or similar fees, which have not been previously paid for by Balancing Party that Company incurs in rendering service hereunder.

5.3 Changes in Rates and Charges - Balancing Party agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Company's Rate Schedule LMS-PA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Company agrees that Balancing Party may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Company's existing FERC Gas Tariff as may be found necessary to assure Company just and reasonable rates.

ARTICLE 6 - MISCELLANEOUS

6.1 Warranties - Balancing Party warrants (i) that as to any gas that it delivers or causes to be delivered to Company hereunder to correct an Operational Imbalance that such gas will be free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all (of its) deliveries from the Receipt Points in accordance with this Agreement; and (iv) that it will indemnify and save Company harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party will pay or cause to be paid, all royalties, overriding royalties, taxes or other charges due on the gas delivered to Company and will file all necessary reports with federal or state agencies associated with the gas delivered to Company. If the federal or state law or taxing agency requires Company to pay such charges directly to the agency or other person and to file any reports on such deliveries, Balancing Party will act as

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Receipt Points)

ARTICLE 6 - MISCELLANEOUS
(Continued)

Company's agent in paying the necessary charges and filing the necessary reports. Balancing Party represents and warrants to Company that all requisite authorizations, if any, have been obtained as to any gas that Balancing Party delivers or causes to be delivered hereunder. The Balancing Party or Balancing Party's designee agrees to take the necessary corrective action requested by Company in accordance with this Agreement and shall perform all acts and duties required to nominate, confirm and deliver gas hereunder. If the Balancing Party fails to take such corrective action, then this Agreement shall terminate upon written notice from Company at the end of that calendar month. Company may act, and shall be fully protected in acting, in reliance upon any and all acts performed by Balancing Party to nominate, confirm and deliver gas hereunder and to allocate deliveries on behalf of any producers covered by this Operational Balancing Agreement as though they were done or executed by the Producers.

6.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF OKLAHOMA WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

6.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.

6.4 Invoicing and Payments - Company shall bill and Balancing Party shall pay for the resolution of Operational Imbalances and any charges assessed under Rate Schedule LMS-PA in cash in accordance with Sections 5 and 6, respectively, of the General Terms and Conditions of Company's FERC Gas Tariff.

6.5 Incorporation of Tariff - Unless otherwise stated herein, Rate Schedule LMS-PA and the General Terms and Conditions specified in Company's FERC Gas Tariff are incorporated as part of this Agreement.

6.6 Notices - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the Party's address shown on Exhibit A hereto or such other address as either Party may designate by written notice to the other.

6.7 Receipt Points - Subject to the provisions of Company's FERC Gas Tariff and the other provisions of this Agreement, Balancing Party may add or delete Receipt Points to Exhibit A upon notice to Company and Balancing Party unless such Receipt Points has previously been deleted from Exhibit A pursuant to Articles 2.1 or 2.4, in which case Company's consent will be required.

6.8 Conflicts - If there is any conflict or discrepancy between this Agreement and any other agreement between Company and Balancing Party with regard to allocations of receipts at Receipt Points, the terms of this Agreement shall govern and control. If there is any conflict or discrepancy between this Agreement and Rate Schedule LMS-PA, the terms of Rate Schedule LMS-PA shall govern. If there is any conflict or discrepancy between this agreement and the General Terms and Conditions specified in Company's FERC Gas Tariff, the General Terms and Conditions shall govern.

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATING BALANCING AGREEMENT
(For Use at Receipt Points)

ARTICLE 6 - MISCELLANEOUS
(Continued)

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

The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

_____

BY:_____

TITLE:_____

MIDWESTERN GAS TRANSMISSION COMPANY

BY:_____

TITLE:_____

MIDWESTERN GAS TRANSMISSION COMPANY
EXHIBIT A
TO THE OPERATIONAL BALANCING AGREEMENT
(FOR USE AT RECEIPT POINTS)
DATED _____

Receipt Point(s)	DRN(s)	Balancing Party's Balancing Role*
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If Balancing Party will serve as an Aggregator, producers for whom it will aggregate hereunder and corresponding DRN(s) are as follows:

_____

_____

_____

Notice(s) shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

*Balancing Party must state the role that it will play at each Receipt Point as either producer, Operator or Aggregator.

MIDWESTERN GAS TRANSMISSION COMPANY

BY: _____

TITLE: _____

(Balancing Party)

_____

BY: _____

TITLE: _____

(This Exhibit A supersedes and cancels Exhibit A dated _____ to the Operational Balancing Agreement dated _____.)

Sheet No. 424 is being reserved for future use.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

Third Revised Sheet No. 425 Third Revised Sheet No. 425
Superseding: Sheet Nos. 425 Through 430

The following Tariff sheets have been superseded and are reserved for future use:

Second Revised Sheet No. 425
Third Revised Sheet No. 426
First Revised Sheet No. 427
Second Revised Sheet No. 428
Second Revised Sheet No. 429
Second Revised Sheet No. 430

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Points)

ARTICLE 2 - NOMINATIONS AND CONFIRMATIONS
(Continued)

2.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Delivery Point(s) will equal the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Delivery Point(s) equal the Scheduled Quantities. Unless prohibited by applicable law or regulation, all gas delivered by Company shall be allocated each day based upon the Scheduled Quantities or by such other methods as may be mutually agreed to by both Parties.

2.3 Allocation of Variances - The difference on any day between the Scheduled Quantities and the actual quantity delivered at the Delivery Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the Scheduled Quantities during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any Monthly Operational Imbalances will be resolved in accordance with Article 3.

2.4 Unauthorized Overruns - On any day that Balancing Party takes gas in excess of the Daily Limit applicable to a Delivery Point controlled by Balancing Party, Balancing Party shall be subject to an Unauthorized Overrun Charge of fifteen dollars ($15.00) for each Dekatherm of excess volumes taken beyond a 2 percent allowable variation. The Daily Limit shall be posted in an Operational Flow Order issued pursuant to Section 8 of the General Terms and Conditions of Company's Tariff.

2.5 Reports on Actual Deliveries - Should Company not have the ability to monitor actual deliveries at any Delivery Point on a daily basis, Balancing Party shall provide to Company the best available information compiled on a daily basis on the actual deliveries at such Delivery Point(s) within two Business Days after the date of delivery. Furthermore, the Balancing Party shall provide meter statements within five (5) Business Days after the close of a calendar month at any Delivery Point(s) where Company does not operate the meter. If the Balancing Party does not provide such information or meter statements at any Delivery Point(s), or the information provided contains significant inaccuracies as reasonably determined by Company, and such conditions continue for fifteen days or more (whether or not such days are consecutive) after the first notice to the Balancing Party, then such Delivery Point(s) will be deleted from Exhibit A upon written notice from Company at the end of that calendar month. Any Delivery Point that is deleted from this Agreement in accordance with this Section, may be added to Exhibit A in the future if the Parties mutually agree.

ARTICLE 3 - CORRECTION OF OPERATIONAL IMBALANCES

3.1 Corrections in Flow Rates During a Day - Balancing Party will be able to request adjustments to actual deliveries at its Delivery Points at any time during the day by coordinating with Company's gas dispatchers. Company will use reasonable efforts to deliver those changed quantities when the operating conditions on Company's system permits, taking into consideration the nominations made by firm Shippers on Company's system.

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Points)

ARTICLE 3 - CORRECTION OF OPERATIONAL IMBALANCES
(Continued)

3.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Company for purposes of adjustments under this Section on a daily basis during the month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Company shall make the estimated Daily Variances and Monthly Operational Imbalances at each Delivery Point available to Balancing Party by the third Business Day after each production day. Company or Balancing Party may make adjustments in nominations and actual deliveries upon 24 hours notice by making imbalance make up nominations pursuant to this Agreement and in accordance with the applicable provisions of Company's Tariff. Any such adjustments will offset pre-existing imbalances accrued during the month.

3.3 Corrections in Subsequent Periods - As soon as practicable following the close of each month, Company will send Balancing Party a statement setting forth the accrued Daily Variances and the Monthly Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA of Company's Tariff unless the Parties mutually agree otherwise.

3.4 Measurement of Operational Imbalance - Any gas received or delivered pursuant to this Agreement to correct an Operational Imbalance shall be adjusted for variation in Btu content. Measurement of gas for all purposes shall be in accordance with Company's FERC Gas Tariff.

3.5 Operational Integrity - Nothing in this Article 3 shall limit Company's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

ARTICLE 4 - TERM

4.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from the date hereof for a primary term of one year and shall continue thereafter on a month-to-month basis unless canceled by either Party upon thirty days' prior written notice with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problem arises as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems.

4.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be resolved in cash in accordance with Rate Schedule LMS-MA of Company's FERC Gas Tariff Volume No. 1, unless the Parties mutually agree otherwise.

4.3 This Agreement will terminate automatically in the event that Balancing Party fails to pay the entire amount of any bill for service rendered by Company hereunder in accordance with the General Terms and Conditions of Company's Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Points)

ARTICLE 5 - IMBALANCE CHARGES

5.1 Current Charges - Commencing upon the date of execution, the rates, charges, and surcharges to be paid by Balancing Party to Company shall be in accordance with Company's Rate Schedule LMS-MA and the General Terms and Conditions of Company's FERC Gas Tariff.

5.2 Incidental Charges - Balancing Party agrees to reimburse Company for any filing or similar fees, which have not been previously paid for by Balancing Party which Company incurs in rendering service hereunder.

5.3 Changes in Rates and Charges - Balancing Party agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Company's Rate Schedule LMS-MA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Company agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Company's existing FERC Gas Tariff as may be found necessary to assure Company just and reasonable rates.

ARTICLE 6 - MISCELLANEOUS

6.1 Warranties - Balancing Party warrants (i) that as to any gas that it delivers or causes to be delivered to Company hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement; and (iv) that it will indemnify and save Company harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Company that all requisite authorizations, if any, have been obtained as to any gas that Balancing Party delivers or causes to be delivered hereunder.

6.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF OKLAHOMA WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

6.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.

6.4 Invoicing and Payments - Company shall bill and Balancing Party shall pay for the correction of Operational Imbalances and any charges assessed under Rate Schedule LMS-MA in cash in accordance with the General Terms and Conditions specified in Company's FERC Gas Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Points)

ARTICLE 6 - MISCELLANEOUS
(Continued)

6.5 Incorporation of Tariff - Unless otherwise stated herein, Rate Schedule LMS-MA and the General Terms and Conditions specified in Company's FERC Gas Tariff are incorporated as part of this Agreement.

6.6 Notices - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the Party's address shown on Exhibit A hereto or such other address as either Party may designate by written notice to the other.

6.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other agreement between Company and Balancing Party with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control. If there is any conflict or discrepancy between this Agreement and Rate Schedule LMS-MA, the terms of Rate Schedule LMS-MA shall govern. If there is any conflict or discrepancy between this Agreement and the General Terms and Conditions specified in Company's FERC Gas Tariff, the General Terms and Conditions shall govern.

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

The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

_____

BY:_____

TITLE:_____

MIDWESTERN GAS TRANSMISSION COMPANY

BY:_____

TITLE:_____

MIDWESTERN GAS TRANSMISSION COMPANY
EXHIBIT A
OPERATIONAL BALANCING AGREEMENT
(FOR USE AT DELIVERY POINTS)
DATED _____

EXHIBIT A TO THE OPERATIONAL BALANCING AGREEMENT FOR USE AT DELIVERY POINTS DATED _____

Delivery Point(s) DRN(s)

_____
_____
_____
_____

Notice(s) shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY

BY: _____

TITLE: _____

(Balancing Party)

_____

BY:_____

TITLE: _____

(This Exhibit A supersedes and cancels Exhibit A dated _____ to the Operational Balancing Agreement dated _____.)

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

Second Revised Sheet No. 431 Second Revised Sheet No. 431
Superseding: Sheet Nos. 431 Through 436

The following Tariff sheets have been superseded and are reserved for future use:

First Revised Sheet No. 431
First Revised Sheet No. 432
First Revised Sheet No. 433
Second Revised Sheet No. 434
First Revised Sheet No. 435
Second Revised Sheet No. 436

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Aggregator at Delivery Points)

ARTICLE 2- NOMINATIONS AND CONFIRMATIONS
(Continued)

confirmation, unless mutually agreed to otherwise. Balancing Party shall notify Company of any errors in the Scheduled Quantities within two Business Days of receipt of such information from Company. If Balancing Party fails to confirm the quantities to be transported and/or purchased at any Delivery Point(s) in accordance with the above, and such failure continues for two Business Days or more (whether or not such days are consecutive) after 24 hours written notice to the Balancing Party by Company for each occurrence of Balancing Party's failure to confirm, then such affected Delivery Point(s) shall be deleted from Exhibit A upon written notice from Company at the end of that calendar month.

2.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Delivery Point(s) will equal the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Delivery Point(s) equal the Scheduled Quantities. Unless prohibited by applicable law or regulation, all gas delivered by Company shall be allocated each day based upon the Scheduled Quantities or by such other methods as may be mutually agreed to by both Parties.

2.3 Allocation of Variances - The difference on any day between the Scheduled Quantities and the actual quantity delivered at the Delivery Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the Scheduled Quantities during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any Operational Imbalances will be resolved in accordance with Article 3.

2.4 Unauthorized Overruns - On any day that Balancing Party takes gas in excess of the Daily Limit applicable to a Delivery Point, Balancing Party shall be subject to an Unauthorized Overrun Charge of fifteen ($15.00) for each Dekatherm of excess volumes taken beyond a 2 percent allowable variation. The Daily Limit shall be posted in an Operational Flow Order issued pursuant to Section 8 of Company's General Terms and Conditions.

2.5 Reports on Actual Deliveries - Should Company not have the ability to monitor actual deliveries at the Delivery Point on a daily basis, Balancing Party shall provide to Company the best available information compiled on a daily basis on the actual deliveries at such Delivery Point(s) within two Business Days after the date of delivery.

Furthermore, the Balancing Party shall provide meter statements within three (3) Business Days after the close of a month at any Delivery Point(s) where Company does not operate the meter. If the Balancing Party does not provide such information or meter statements at any Delivery Point(s), or the information provided contains significant inaccuracies as reasonably determined by Company, and such conditions continue for fifteen days or more (whether or not such days are consecutive) after the first notice to the Balancing Party, then such Delivery Point(s) will be deleted from Exhibit A upon written notice from Company at the end of that calendar month. Any Delivery Point that is deleted from this Agreement in accordance with this Section, may be added to Exhibit A in the future if the Parties mutually agree.

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Aggregator at Delivery Points)

ARTICLE 3 - CORRECTION OF OPERATIONAL IMBALANCES

3.1 Corrections in Flow Rates During A Day - Balancing Party will be able to request adjustments to actual deliveries at its Delivery Points at any time during the production day by coordinating with Company's gas dispatchers. Company will use reasonable efforts to deliver those changed quantities when the operating conditions on Company's system permits, taking into consideration the nominations made by firm Shippers on Company's system.

3.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Company for purposes of adjustments under this Section on a daily basis during the Production Month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Company shall make the estimated Daily Variances and Monthly Operational Imbalance at each Delivery Point available to Balancing Party on or before the third Business Day after each production day. Company or Balancing Party may make adjustments in nominations and actual deliveries upon 24 hours notice by making imbalance make up nominations pursuant to this Agreement and in accordance with the applicable provisions of Company's Tariff. Any such adjustments will offset pre-existing imbalances accrued during the month.

3.3 Corrections In Subsequent Periods - As soon as practical following the close of each month, Company will send Balancing Party a statement setting forth the accrued Daily Variances and the Monthly Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be resolved in cash in accordance with Rate Schedule LMS-MA, unless the Parties mutually agree otherwise.

3.4 Measurement of Operational Imbalance - Any gas received or delivered pursuant to this Agreement to correct an Operational Imbalance shall be adjusted for variation in Btu content. Measurement of gas for all purposes shall be in accordance with Company's FERC Gas Tariff.

3.5 Operational Integrity - Nothing in this Article 3 shall limit Company's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

ARTICLE 4 - TERM

4.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force from _____, 20___, for a primary term of one month and shall continue thereafter on a month-to-month basis unless canceled by either Party upon thirty days' prior written notice with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours prior written notice, with the termination to be effective at the end of a calendar month.

4.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be resolved in cash in accordance with Rate Schedule LMS-MA of Company's FERC Gas Tariff, unless the Parties mutually agree otherwise.

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Aggregator at Delivery Points)

ARTICLE 4 - TERM
(Continued)

4.3 This Agreement will terminate automatically in the event that Balancing Party fails to pay the entire amount of any bill for service rendered by Company hereunder in accordance with the General Terms and Conditions of Company's Tariff.

ARTICLE 5 - IMBALANCE CHARGES

5.1 Current Charges - Commencing upon the date of execution, the rates, charges, and surcharges to be paid by Balancing Party to Company shall be in accordance with Company's Rate Schedule LMS-MA and the General Terms and Conditions of Company's FERC Gas Tariff.

5.2 Incidental Charges - Balancing Party agrees to reimburse Company for any filing or similar fees, which have not been previously paid for by Balancing Party, which Company incurs in rendering service hereunder.

5.3 Changes in Rates and Charges - Balancing Party agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Company's Rate Schedule LMS-MA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Company agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Company's existing FERC Gas Tariff as may be found necessary to assure Company just and reasonable rates.

ARTICLE 6 - MISCELLANEOUS

6.1 Warranties - Balancing Party warrants (i) that as to any gas that it delivers or causes to be delivered to Company hereunder to correct an Operational Imbalance, and (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement, and (iv) that it will indemnify and save Company harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Company that all requisite authorizations, if any, have been obtained as to any gas that Balancing Party delivers or causes to be delivered hereunder and represents that all Delivery Points covered by this Agreement will have not a Maximum Daily Quantity from the Company's system exceeding 10,000 Dekatherms.

6.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state, or other government agency having jurisdiction over the transactions described herein. THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

6.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Aggregator at Delivery Points)

ARTICLE 6 - MISCELLANEOUS
(Continued)

6.4 Invoicing and Payments - Company shall bill and Balancing Party shall pay for the correction of Operational Imbalances in cash in accordance with the General Terms and Conditions specified in Company's FERC Gas Tariff.

6.5 Incorporation of Tariff - Unless otherwise stated herein, Rate Schedule LMS-MA and the General Terms and Conditions specified in Company's FERC Gas Tariff are incorporated as part of this Agreement.

6.6 Notices - Except as otherwise expressly provided in this Agreement or the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the Party's address shown on Exhibit A hereto or such other address as either Party may designate by written notice to the other.

6.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Company and Balancing Party with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control. If there is any conflict of discrepancy between this Agreement and Rate Schedule LMS-MA, the terms of Rate Schedule LMS-MA shall govern. If there is any conflict or discrepancy between this Agreement and the General Terms and Conditions specified in Company's FERC Gas Tariff, the General Terms and Conditions shall govern.

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

The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

MIDWESTERN GAS TRANSMISSION COMPANY

BY: _____

TITLE:_____

Balancing Party

BY: _____

TITLE:_____

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Aggregator at Delivery Points)

EXHIBIT A

to the Operational Balancing Agreement
dated _____ between _____,
(Aggregator) and Midwestern Gas Transmission Company, (Company)

Delivery Point	Third Parties
_____	_____
_____	_____
_____	_____
_____	_____

Notice(s) shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

MIDWESTERN GAS TRANSMISSION COMPANY

BY: _____

TITLE: _____

(Balancing Party)

_____

BY:_____

TITLE: _____

(This Exhibit A supersedes and cancels Exhibit A dated _____ to the Operational Balancing Agreement dated _____.)

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

Second Revised Sheet No. 437 Second Revised Sheet No. 437
Superseding: Sheet Nos. 437 Through 441

The following Tariff sheets have been superseded and are reserved for future use:

First Revised Sheet No. 437
First Revised Sheet No. 438
Second Revised Sheet No. 439
First Revised Sheet No. 440
Second Revised Sheet No. 441

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT FOR PIPELINES
(For Use at Interconnections with Interstate Pipelines)

ARTICLE 3 - CORRECTION OF OPERATIONAL IMBALANCES

3.1 Corrections in Flow Rates During A Day - The Parties will be able to request adjustments to actual deliveries or receipts at any time during the production day by coordination between the Parties' gas dispatchers. Each Party will use reasonable efforts to deliver or receive those changed quantities when the operating conditions on each Party's system permits, taking into consideration the nominations made by firm Shippers on each Party's system. In the event that an Interconnection Point(s) is unable to achieve the scheduled flow rate, the Parties agree that swift corrective action will be taken.

3.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Company for purposes of adjustments under this Section on a daily basis during the Production Month to determine the estimated Operational Imbalance at each Interconnection Point(s). Physical flow adjustments will be made for daily imbalances within 72 hours of notice by Company unless mutually agreed to otherwise. Company shall make the estimated Daily and Monthly Operational Imbalance at each delivery or receipt meter available to Pipeline on or before the third Business Day after each production day. In the event that a capacity constraint occurs on either Party's pipeline system that results in curtailment of quantities through an Interconnection Point(s), the Party on whose system the constraint has occurred shall determine the reallocation of quantities to the Shippers. Such change in allocation shall be confirmed electronically or in writing pursuant to the provisions of Article 2 above. If the constraint occurs at an Interconnection Point, the Party that operates the meter at an Interconnection Point shall be deemed to have the constraint on its system. To the extent that a Pipeline has a record of not meeting its balancing obligations, (i.e., in-kind, make-up within 72 hours); Company will have a right to terminate this Agreement upon 30 days notice.

3.3 Corrections In Subsequent Periods - The physical flow at each Interconnection Point each month will be determined and communicated by Company to Pipeline electronically or in writing as soon as possible during the month following the month in question. The Parties agree to "in kind" balancing between the pipelines when the imbalance at the end of the month is within 1 percent of the total monthly Scheduled Quantities at the meter. Any "in kind" imbalance carried over from the prior month will become part of the current Monthly Imbalance. Any imbalance existing at the time of the implementation of a new Pipeline Operational Balancing Agreement will be held separately and settled independently. When the Monthly Imbalance is greater than 1 percent of the monthly Scheduled Quantities at the meter, the entire imbalance will be cashed out in accordance with Rate Schedule LMS-PA in Company's FERC Gas Tariff, unless the imbalance was caused by failure of Company to adjust flow control at the meter, or unless the Parties agree otherwise.

3.4 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Company's FERC Gas Tariff.

3.5 Operational Integrity - Nothing in this Article 2 shall limit a Party's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT FOR PIPELINES
(For Use at Interconnections with Interstate Pipelines)

ARTICLE 4 - TERM

Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from the date hereof for a primary term of one (1) year and shall continue thereafter on a month-to-month basis unless terminated by either Party giving thirty days' written notice, with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours prior written notice with the termination to be effective at the end of a calendar month.

ARTICLE 5 - MISCELLANEOUS

5.1 Warranties - Pipeline warrants that as to any gas that it delivers to causes to be delivered to Company hereunder to correct an Operational Imbalance (i) that it will at the time of delivery have the right to deliver or cause to be delivered such gas: (ii) that it has the right to allocate all deliveries from the Interconnection Points in accordance with this Agreement, and (iii) that it will indemnify and save Company harmless from suits, actions, debts, accounts, damages, cost, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Pipeline represents and warrants to Company that all requisite authorizations, if any, have been obtained as to any gas that Pipeline delivers or causes to be delivered hereunder.

5.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state, or other government agency having jurisdiction over the transactions described herein. The interpretation and performance of this contract shall be in accordance with and controlled by the laws of the state of Oklahoma, without regard to choice of law doctrine that refers to the laws of another state.

5.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.

5.4 Invoicing and Payments - If required, the Parties shall invoice and pay for the correction of Operational Imbalances in cash in accordance with Sections 5 and 6, respectively, of the General Terms and Conditions specified in Company's FERC Gas Tariff.

5.5 Incorporation of Tariff - Unless otherwise stated herein, the General Terms and Conditions specified in Company's FERC Gas Tariff are incorporated as part of this Agreement.

5.6 Notices - Except as otherwise provided in this Agreement or the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed the Party's address shown on the attached Exhibit A or such other address as either Party may designate by written notice to the other.

5.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Company and Pipeline with regard to allocations at Interconnects Points, the terms of this Agreement shall govern and control.

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT FOR PIPELINES
(For Use at Interconnections with Interstate Pipelines)

The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

MIDWESTERN GAS TRANSMISSION COMPANY

BY: _____

TITLE: _____

PIPELINE

BY: _____

TITLE: _____

MIDWESTERN GAS TRANSMISSION COMPANY
OPERATIONAL BALANCING AGREEMENT FOR PIPELINES
EXHIBIT A
To the Operational Balancing Agreement for Pipelines
Between Midwestern Gas Transmission Company
and _____
Dated _____, _____

DRN(s)

_____

_____

_____

Notice(s) shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

Company:

Midwestern Gas Transmission Company

By: _____

Title: _____

Pipeline:

_____

By: _____

Title: _____

Sheet No. 442 is being reserved for future use.

MIDWESTERN GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT

THIS AGREEMENT (the Agreement) is made and entered into at Tulsa, Oklahoma as of _____, 20__, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "Buyer."

WHEREAS, Buyer desires to engage Company to provide interruptible park and loan service; and

WHEREAS, Company desires to provide interruptible park and loan service to Buyer;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Basic Receipts

On any day after the Commencement of Service Date on the Exhibit(s) A attached hereto, Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum Park and Loan Quantity set forth in the Exhibit(s) A attached hereto at a Parking Point. Once scheduled by Company, Company shall receive gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 2 - Basic Deliveries

On any day after the Commencement of Service Date on the Exhibit(s) A attached hereto, Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum Park and Loan Quantity set forth in the Exhibit(s) A attached hereto at a Lending Point. Once scheduled by Company, Company shall deliver gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 3 - Rates

Rates for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule PAL unless otherwise agreed to by the parties and set forth in the Exhibit(s) A attached hereto.

Article 4 - Payments

Buyer shall make payments to Company in accordance with the terms and conditions specified on the Exhibit(s) A attached hereto, Rate Schedule PAL, Section 6 of the General Terms and Conditions, and the other applicable terms and provisions of this Agreement.

Article 5 - Change in Tariff Provisions

Upon notice to Buyer, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Buyer may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

120109

MIDWESTERN GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT

Article 7 - Term

Where no Exhibit(s) A has been executed by Company and attached hereto within five years of the date of execution of this Agreement then this Agreement shall automatically terminate. Where one or more Exhibit(s) A have been executed by Company and attached hereto, then this Agreement shall automatically terminate five years after the latest Termination of Service Date on such Exhibit(s) A.

Termination of this Agreement shall not relieve Buyer of the obligation to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 8 - Applicable Law and Submission to Jurisdiction

This Agreement and Company's Tariff, and the rights and obligations of Company and Buyer thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Oklahoma and performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Agreement, provided always that nothing herein contained shall prevent Company from proceeding at its election against Buyer in the Courts of any other State, Province or Country.

At the Company's request, the Buyer shall irrevocably appoint an agent in Oklahoma to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Oklahoma relating to the Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Buyer.) If said agent ceases to act as a process agent within Oklahoma on behalf of Buyer, the Buyer shall appoint a substitute process agent within Oklahoma and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 9 - Successors

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Buyer or of Company, as the case may be, and which shall assume all obligations under Buyer's Agreement of Buyer or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Buyer's Agreement. Either party to a Buyer's Agreement may pledge or charge the same under provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Agreement to any affiliated Person (which for such purpose shall mean any person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 9 shall, however, operate to release predecessor Buyer from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Buyer from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Buyer, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Buyer shall, at Company's request, execute such instrument and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Buyer's Agreement or to give effect to the right of a Person whom the Company has specified pursuant to Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, the: (a) Buyer shall not be required to

MIDWESTERN GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT

Article 9 - Successors (Continued)

execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Buyer or Company under this Agreement; and (b) Buyer shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6 as the Person to whom payment of amounts invoiced by Company shall be made.

Article 10 - Other Operating Provisions

(This Article to be utilized when necessary to specify other operating provisions).

Article 11 - Exhibit A of Agreement, Rate Schedules and General Terms and Conditions

Buyer shall initiate a request for interruptible park and loan service by executing and delivering to Company one or more Exhibit(s) A. Upon execution by Company, Buyer's Exhibit(s) A shall be incorporated in and made a part hereof.

Company's Rate Schedules 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 Agreement and are hereby incorporated in, and made a part of, this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

MIDWESTERN GAS TRANSMISSION COMPANY

By: _____

Title: _____

(NAME OF BUYER)

By: _____

Title: _____

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MIDWESTERN GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT

EXHIBIT A TO PARK AND LOAN ("PAL") AGREEMENT

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

BUYER -

BUYER'S ADDRESS -

PARK AND LOAN (PAL) SERVICE OPTIONS:

	Buyer Check Option	Commencement of Service Date	Termination of Service Date	Maximum PAL Quantity Dekatherms	Daily Rate per Dekatherm	Parking Points
1) Buyer Nominated Parking/Lending Service (NPL)*	_____	_____	_____	_____	Nominated	All Points
2) Buyer Requested Term Parking/Lending Service (RPL)**	_____	_____	_____	_____	$_____	_____
3) Company Offered Parking/Lending Service (OPL)**	_____	_____	_____	_____	$_____	_____
4) Buyer Authorized Automatic Parking/ Lending Service (APL)*	_____	_____	_____	_____	$_____	All Points

*Maximum PAL Quantity available on a daily basis during the term of the Exhibit A.
**Maximum PAL Quantity available during the term of the Exhibit A.

This Exhibit A is made and entered into as of _____, 20__.

120109

Sheet No. 447 Reserved for Future Use

MIDWESTERN GAS TRANSMISSION COMPANY
THIRD PARTY BALANCING (TPB) AGREEMENT
RATE SCHEDULE TPB

This Agreement (the "Agreement") is made and entered into at Tulsa, Oklahoma as of _____, 20__, by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter referred to as "Company", and _____, hereinafter referred to as "Balancing Provider".

WHEREAS, Balancing Provider desires to engage Company to provide this balancing service; and

WHEREAS, Company desires to provide this balancing service to Balancing Provider.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Points Under Agreement

The physical interconnection point(s) of receipt and delivery of gas and the Variable Load Point, and the Balanced Point are as designated in Exhibit(s) A, attached hereto. Balancing Provider shall authorize Company to deliver a quantity of gas up to Balancing Provider's Maximum Balancing Quantity at a Variable Load Point, as set forth in Exhibit(s) A attached hereto. Company shall receive and deliver gas in accordance with the applicable terms and conditions of Rate Schedule TPB.

Article 2 - Rates

The rate for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule TPB unless otherwise agreed to by the parties and set forth in the Exhibit A of this Agreement.

Article 3 - Payments

Balancing Provider shall pay Company each month the applicable rate for this service multiplied by the applicable number of days in the calendar month multiplied by the Maximum Balancing Quantity as specified in Exhibit A of this Agreement. Balancing Provider shall make payments to Company in accordance with Rate Schedule TPB, other applicable terms and provisions of this Agreement, and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff.

Article 4 - Change in Tariff Provisions

Upon notice to Balancing Provider, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Agreements as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Balancing Provider may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 5 - Cancellation of Prior Agreements

When this TPB Agreement becomes effective, it shall supersede, cancel and terminate the following agreements:

Article 6 - Term of Agreement

This Agreement shall become effective _____, and shall continue in full force and effect through _____. Service rendered pursuant to this Agreement shall automatically be abandoned upon termination of this Agreement.

Termination of this Agreement shall not relieve Company and Balancing Provider of the obligation to correct any Imbalances hereunder, or Balancing Provider to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

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MIDWESTERN GAS TRANSMISSION COMPANY
THIRD PARTY BALANCING AGREEMENT
RATE SCHEDULE TPB

Article 7 - Applicable Law and Submission to Jurisdiction

This Agreement and Company's Tariff, and the rights and obligations of Company and Balancing Provider thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Oklahoma and performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Agreement, provided always that nothing herein contained shall prevent Company from proceeding at its election against Balancing Provider in the Courts of any other State, Province or country.

At the Company's request, the Balancing Provider shall irrevocably appoint an agent in Oklahoma to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Oklahoma relating to this Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Balancing Provider.) If said agent ceases to act as a process agent within Oklahoma on behalf of Balancing Provider, the Balancing Provider shall appoint a substitute process agent within Oklahoma and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 8 - Other Provisions

8.1 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to existing customers of Company.

8.2 Prior to initiation of service, Balancing Provider shall provide Company with any information required by the FERC, as well as all information identified in Company's General Terms and Conditions and as set forth in Rate Schedule TPB.

Article 9 - Exhibit A of Agreement, Rate Schedules and General Terms and Conditions

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto are all applicable to this Agreement and are hereby incorporated in, and made a part of, this Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

MIDWESTERN GAS TRANSMISSION COMPANY

By: _____

Title: _____

(NAME OF BALANCING PROVIDER)

By: _____

Title: _____

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MIDWESTERN GAS TRANSMISSION COMPANY
THIRD PARTY BALANCING AGREEMENT
RATE SCHEDULE TPB

EXHIBIT A TO THIRD PARTY BALANCING SERVICE AGREEMENT

COMPANY - Midwestern Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

BALANCING PROVIDER -

BALANCING PROVIDER'S ADDRESS -

Company DRN

Name of Balanced Point: _____ _____

Company DRN

Name of Variable Load Point: _____ _____

Name of Physical Point(s) Comprising Balanced Point:

	Flow Control		Company DRN
_____	Yes _____	No _____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Maximum Balancing Quantity: _____ Dth/day

Daily Rate: Maximum Rate _____/Dth
Discounted Rate _____/Dth

This Exhibit A is made and entered into as of _____, 20_____.

120109

Sheet Nos. 451 - 477 Sheet Nos. 451 - 477 : Effective

Sheet Nos. 451-477 are being reserved for future use.

MIDWESTERN GAS TRANSMISSION COMPANY
FORM OF RELEASED FIRM TRANSPORTATION AGREEMENT

(Applicable to firm transportation rights
released pursuant to Section 21 of the
General Terms and Conditions of this Tariff)

THIS AGREEMENT is entered into this _____ day of _____ by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter called "Company," and _____, hereinafter variously called "Bidder" or "Replacement Shipper." Company and Bidder or Replacement Shipper shall be referred to collectively herein as "Parties."

WHEREAS, Company owns and operates an interstate natural gas transmission system and provides transportation service for third-party Shippers on such system;

WHEREAS, Company's Tariff on file with the Federal Energy Regulatory Commission (FERC) permits firm transportation Shippers under Company's Rate Schedule(s) FT-A, FT-B or FT-C to release some or all of their transportation rights under the terms and conditions presented in the Tariff;

WHEREAS, Bidder desires to submit Bids for transportation rights released by one or more firm Shippers and Company's Tariff requires Bidder to enter into this Released Transportation Service Agreement as a pre-condition to the submission of any such Bids; and

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

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

ARTICLE 1 - DEFINITIONS

The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

ARTICLE 2 - RELEASED TRANSPORTATION RIGHTS

2.1 In the event transportation rights are released to Bidder, Company shall prepare and submit to Bidder an Exhibit R-1 setting forth the Release Quantity, applicable receipt and delivery points, the rates to be paid for service using released rights and any special terms and conditions applicable to such released transportation rights, including conditions of curtailment or recall. If Replacement Shipper subsequently obtains additional released transportation rights pursuant to the terms and conditions of Company's Tariff, an additional exhibit (designated sequentially as Exhibit R-2, Exhibit R-3, etc.) shall be added to this Agreement for each such award of transportation rights. Each such Exhibit shall be added to this Agreement without any requirement of execution by Replacement Shipper and, upon such addition, shall be incorporated in and be considered a part of this Agreement.

MIDWESTERN GAS TRANSMISSION COMPANY
FORM OF RELEASED FIRM TRANSPORTATION AGREEMENT

(Applicable to firm transportation rights
released pursuant to Section 21 of the
General Terms and Conditions of this Tariff)

THIS AGREEMENT is entered into this _____ day of _____ by and between MIDWESTERN GAS TRANSMISSION COMPANY, hereinafter called "Company," and _____, hereinafter variously called "Bidder" or "Replacement Shipper." Company and Bidder or Replacement Shipper shall be referred to collectively herein as "Parties."

WHEREAS, Company owns and operates an interstate natural gas transmission system and provides transportation service for third-party Shippers on such system;

WHEREAS, Company's Tariff on file with the Federal Energy Regulatory Commission (FERC) permits firm transportation Shippers under Company's Rate Schedule(s) FT-A, FT-B, FT-C or FT-D to release some or all of their transportation rights under the terms and conditions presented in the Tariff;

WHEREAS, Bidder desires to submit Bids for transportation rights released by one or more firm Shippers and Company's Tariff requires Bidder to enter into this Released Transportation Service Agreement as a pre-condition to the submission of any such Bids; and

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

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

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The definitions found in Section 1 of Company's General Terms and Conditions are incorporated herein by reference.

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2.1 In the event transportation rights are released to Bidder, Company shall prepare and submit to Bidder an Exhibit R-1 setting forth the Release Quantity, applicable receipt and delivery points, the rates to be paid for service using released rights and any special terms and conditions applicable to such released transportation rights, including conditions of curtailment or recall. If Replacement Shipper subsequently obtains additional released transportation rights pursuant to the terms and conditions of Company's Tariff, an additional exhibit (designated sequentially as Exhibit R-2, Exhibit R-3, etc.) shall be added to this Agreement for each such award of transportation rights. Each such Exhibit shall be added to this Agreement without any requirement of execution by Replacement Shipper and, upon such addition, shall be incorporated in and be considered a part of this Agreement.

MIDWESTERN GAS TRANSMISSION COMPANY
FORM OF RELEASED FIRM TRANSPORTATION AGREEMENT

(Applicable to firm transportation rights
released pursuant to Section 21 of the
General Terms and Conditions of this Tariff)

ARTICLE 3 - GOVERNING TERMS AND CONDITIONS

3.1 This Agreement shall be subject to, shall be governed by, and shall incorporate the applicable provisions of Company's Tariff, including, without limitation, Section 21 of the General Terms and Conditions thereof, the Governing Rate Schedule and special terms and conditions stated in each Exhibit hereto with respect to the released transportation rights described in such Exhibit. Subject to the terms, conditions and limitations to this Agreement and Company's Tariff, Replacement Shipper shall be deemed a Shipper for purposes of Company's Rate Schedule(s) FT-A, FT-B or FT-C and the applicable provisions of Company's Tariff shall be subject to all obligations thereof.

3.2 With respect to the Release Quantity, Replacement Shipper shall have all of the rights and obligations of "Shipper" and Company shall have all of the rights and obligations of "Company" under the firm transportation agreement between Releasing Shipper and Company listed on Exhibit A.

3.3 Company expressly reserves all rights granted to it by Company's Rate Schedule(s) FT-A, FT-B or FT-C and the applicable provisions of its Tariff to file at the FERC and place into effect unilaterally such changes as Company deems necessary or desirable from time-to-time in the rates, charges, terms, and conditions applicable to service under the Tariff or Rate Schedule(s) FT-A, FT-B or FT-C, in order to assure Company just and reasonable rates, charges, and terms and conditions of service.

ARTICLE 4 - TERM

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

ARTICLE 5 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer by either Party of any of its rights hereunder, except for transfers pursuant to the release program set forth in Company's Tariff, shall be made without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. No such consent of Company or Replacement Shipper shall be required when an assignment by Replacement Shipper or Company is the result of, and part of, a corporate acquisition, merger or reorganization. Nothing contained herein shall prevent either Party from pledging, mortgaging or assigning its rights hereunder as security for its indebtedness and either Party may assign to the pledgee or mortgagee (or to a trustee for the holder of such indebtedness) any money due or to become due under this Agreement. As between the parties hereto, such assignment shall become effective on the first day of the month following written notice that such assignment has been effectuated. Upon request of either Party, the other Party shall acknowledge in writing any permitted assignment described herein and the right of any permitted assignee (and any assignee upon enforcement of any assignment made as security for indebtedness) to enforce this Agreement against such other Party, and shall also deliver such certificates, copies of corporate documents and opinions and counsel as may be reasonably requested by such permitted assignee relating to such Party, this Agreement and

MIDWESTERN GAS TRANSMISSION COMPANY
FORM OF RELEASED FIRM TRANSPORTATION AGREEMENT

(Applicable to firm transportation rights
released pursuant to Section 21 of the
General Terms and Conditions of this Tariff)

ARTICLE 3 - GOVERNING TERMS AND CONDITIONS

3.1 This Agreement shall be subject to, shall be governed by, and shall incorporate the applicable provisions of Company's Tariff, including, without limitation, Section 21 of the General Terms and Conditions thereof, the Governing Rate Schedule and special terms and conditions stated in each Exhibit hereto with respect to the released transportation rights described in such Exhibit. Subject to the terms, conditions and limitations to this Agreement and Company's Tariff, Replacement Shipper shall be deemed a Shipper for purposes of Company's Rate Schedule(s) FT-A, FT-B, FT-C or FT-D and the applicable provisions of Company's Tariff shall be subject to all obligations thereof.

3.2 With respect to the Release Quantity, Replacement Shipper shall have all of the rights and obligations of "Shipper" and Company shall have all of the rights and obligations of "Company" under the firm transportation agreement between Releasing Shipper and Company listed on Exhibit A.

3.3 Company expressly reserves all rights granted to it by Company's Rate Schedule(s) FT-A, FT-B, FT-C or FT-D and the applicable provisions of its Tariff to file at the FERC and place into effect unilaterally such changes as Company deems necessary or desirable from time-to-time in the rates, charges, terms, and conditions applicable to service under the Tariff or Rate Schedule(s) FT-A, FT-B, FT-C or FT-D, in order to assure Company just and reasonable rates, charges, and terms and conditions of service.

ARTICLE 4 - TERM

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

ARTICLE 5 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer by either Party of any of its rights hereunder, except for transfers pursuant to the release program set forth in Company's Tariff, shall be made without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. No such consent of Company or Replacement Shipper shall be required when an assignment by Replacement Shipper or Company is the result of, and part of, a corporate acquisition, merger or reorganization. Nothing contained herein shall prevent either Party from pledging, mortgaging or assigning its rights hereunder as security for its indebtedness and either Party may assign to the pledgee or mortgagee (or to a trustee for the holder of such indebtedness) any money due or to become due under this Agreement. As between the parties hereto, such assignment shall become effective on the first day of the month following written notice that such assignment has been effectuated. Upon request of either Party, the other Party shall acknowledge in writing any permitted assignment described herein and the right of any permitted assignee (and any assignee upon enforcement of any assignment made as security for indebtedness) to enforce this Agreement against such other Party, and shall also deliver such certificates, copies of corporate documents and opinions and counsel as may be reasonably requested by such permitted assignee relating to such Party, this Agreement and

MIDWESTERN GAS TRANSMISSION COMPANY
FORM OF RELEASED FIRM TRANSPORTATION AGREEMENT

(Applicable to firm transportation rights
released pursuant to Section 21 of the
General Terms and Conditions of this Tariff)

ARTICLE 5 - SUCCESSORS AND ASSIGNS
(Continued)

any other matters relevant thereto. No permitted assignment shall relieve the assigning Party from any of its obligations under this Agreement. Replacement Shipper hereby confirmed that the rights of Company under this agreement that may be assigned include any right given or reserved to Company in the Agreement to consent to any assignment or transfer by Replacement Shipper of its rights and obligations thereunder.

ARTICLE 6 - GOVERNMENTAL BODIES

Notwithstanding any other provision hereof, this Agreement shall be subject to all laws, statutes, ordinances, regulations, rules and court decisions of governmental entities now or hereafter having jurisdiction.

ARTICLE 7- REPLACEMENT SHIPPER'S INDEMNIFICATION

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

7.2 Replacement Shipper agrees to indemnify Releasing Shipper against any claim or suit of any kind by Company, its successor or assigns, or by a third party arising from any action taken by a Replacement Shipper under this Released Transportation Agreement.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 No waiver by any Party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default of defaults, whether of a like or of a different character.

8.2 The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

8.3 As to all matters of construction and interpretation, this agreement shall be interpreted by the laws of the state of Oklahoma, without regard to its conflict of laws provisions.

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MIDWESTERN GAS TRANSMISSION COMPANY
FORM OF RELEASED FIRM TRANSPORTATION AGREEMENT

(Applicable to firm transportation rights
released pursuant to Section 21 of the
General Terms and Conditions of this Tariff)

ARTICLE 5 - SUCCESSORS AND ASSIGNS
(Continued)

any other matters relevant thereto. No permitted assignment shall relieve the assigning Party from any of its obligations under this Agreement. Replacement Shipper hereby confirmed that the rights of Company under this agreement that may be assigned include any right given or reserved to Company in the Agreement to consent to any assignment or transfer by Replacement Shipper of its rights and obligations thereunder.

ARTICLE 6 - GOVERNMENTAL BODIES

Notwithstanding any other provision hereof, this Agreement shall be subject to all laws, statutes, ordinances, regulations, rules and court decisions of governmental entities now or hereafter having jurisdiction.

ARTICLE 7- REPLACEMENT SHIPPER'S INDEMNIFICATION

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

7.2 Replacement Shipper agrees to indemnify Releasing Shipper against any claim or suit of any kind by Company, its successor or assigns, or by a third party arising from any action taken by a Replacement Shipper under this Released Transportation Agreement.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 No waiver by any Party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default of defaults, whether of a like or of a different character.

8.2 The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

8.3 As to all matters of construction and interpretation, this agreement shall be interpreted by the laws of the state of Oklahoma, without regard to its conflict of laws provisions.

050310

MIDWESTERN GAS TRANSMISSION COMPANY
FORM OF RELEASED FIRM TRANSPORTATION AGREEMENT

(Applicable to firm transportation rights
released pursuant to Section 21 of the
General Terms and Conditions of this Tariff)

ARTICLE 8 - MISCELLANEOUS PROVISIONS
(Continued)

8.4 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the Parties only if agreed upon by both Parties hereto in a written instrument or by an electronic contract form which expressly refers to this Agreement.

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

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

_____	MIDWESTERN GAS TRANSMISSION COMPANY
(Replacement Shipper)	(Company)
By _____	By _____
Title: _____	Title: _____

120109

MIDWESTERN GAS TRANSMISSION COMPANY
FORM OF RELEASED FIRM TRANSPORTATION AGREEMENT

(Applicable to firm transportation rights
released pursuant to Section 21 of the
General Terms and Conditions of this Tariff)

ARTICLE 8 - MISCELLANEOUS PROVISIONS
(Continued)

8.4 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the Parties only if agreed upon by both Parties hereto in a written instrument or by an electronic contract form which expressly refers to this Agreement.

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

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

_____	MIDWESTERN GAS TRANSMISSION COMPANY
(Replacement Shipper)	(Company)
By _____	By _____
Title: _____	Title: _____

050310

MIDWESTERN GAS TRANSMISSION COMPANY
EXHIBIT R-1
to the
Released Firm Transportation Agreement
between Midwestern Gas Transmission Company (Company)
and _____ (Replacement Shipper)
Dated _____

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

Receipt Point	DRN
_____	_____

Delivery Point	DRN
_____	_____

Additional Conditions of Release: _____
_____
_____
_____

Notice(s) shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

120109

MIDWESTERN GAS TRANSMISSION COMPANY
EXHIBIT R-1
to the
Released Firm Transportation Agreement
between Midwestern Gas Transmission Company (Company)
and _____ (Replacement Shipper)
Dated _____

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

Receipt Point	DRN
_____	_____

Delivery Point	DRN
_____	_____

Additional Conditions of Release: _____
_____
_____
_____

Notice(s) shall be provided in accordance with Subsection 11.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

050310

Effective Date: 07/09/2004 Status: Effective
FERC Docket: RP04-325-000

Second Revised Sheet No. 483 Second Revised Sheet No. 483 : Effective
Superseding: Sheet Nos. 483 Through 492

The following Tariff sheets have been superseded and are reserved for future use:

First Revised Sheet No. 483
Original Sheet No. 484
Original Sheet No. 485
Original Sheet No. 486
Original Sheet No. 487
Original Sheet No. 488
First Revised Sheet No. 489
Original Sheet No. 490
Original Sheet No. 491
First Revised Sheet No. 492

SERVICE REQUEST FORM

4. If Shipper is requesting service be performed by Midwestern for Shipper acting as agent for another entity, please specify the full legal name of such entity.

_____

_____

5. Date service is proposed to commence:

_____

6. Term of service:

_____ months

_____ years

7. If additional or new facilities are required to receive or deliver gas for the transportation service requested herein, please provide a description of facilities required, locations, and requested in-service date and, if transportation service to be provided using the new facilities is to a Shipper that is located in the service area of local distribution company, please specify the name of the local distribution company.

_____

_____

_____

_____

8. Provide the name and a description of the Primary Receipt Point(s) into Midwestern's system and the Maximum Daily Quantities expressed in Dekatherms of gas to be delivered by Shipper for each point.*

_____

_____

9. Provide the name and description of the Primary Delivery Point(s) where Midwestern will redeliver the gas and the Maximum Daily Quantities expressed in Dekatherms and Mcf's of gas to be redelivered by Midwestern at each point.*

_____

_____

*These amounts do not include quantities for Midwestern's system fuel and uses and gas lost and unaccounted for.

SERVICE REQUEST FORM

10. Credit Evaluation - Please provide a copy of Shipper's most recent quarterly financial statement, which must conform with the specifications set forth in Section 25 of Company's General Terms and Conditions, most recent annual report and Form 10K and a complete list of all affiliates including parent and subsidiary companies.

11. Is requestor affiliated with Midwestern Gas Transmission Company?
_____ Yes _____ No

12. Is Shipper affiliated with Midwestern Gas Transmission Company?
_____ Yes _____ No

13. Is your supplier affiliated with Midwestern Gas Transmission Company?
_____ Yes _____ No

Shipper understands that this request form, complete and unrevised as to format, must be received by Midwestern before the service request will be accepted and processed.

Shipper, by its signature, certifies to Midwestern (i) that the information above is correct and accurate and that all necessary transportation arrangements with the upstream and downstream Transporters have been or will be secured prior to the commencement of the requested transportation service (ii) that Shipper will have title, or the right to acquire title, to the gas that is to be delivered to Midwestern.

Very truly yours,

_____

By _____

On Behalf of Entities

Exhibit A to
Service Request Form dated _____
Submitted by _____

DRN	NAME	On Behalf of Entity*

*Local Distribution Company or Intrastate Pipeline for service under Subpart B, Part 284.

SHIPPER NOMINATION FORM
MIDWESTERN GAS TRANSMISSION COMPANY

Service Requestor Contract: _____ Service Requestor Phone: _____

Service Requestor Name: _____

Cycle (please circle one): Timely (9:00 a.m.) Intraday Evening (9:00 a.m.) Intraday Cycle 1 (5:00 p.m.) Intraday Cycle 2 (9:00 p.m.)

BEGINNING DATE	BEGINNING TIME	END DATE	RECEIPT LOCATION	UPSTREAM NAME	UPSTREAM CONTRACT	RECEIPT NOM Dths	RECEIPT RANK	DELIVERY LOCATION	DOWNSTREAM NAME	DOWNSTREAM CONTRACT	DOWNSTREAM Dths	DELIVERY RANK	DELIVERY ID	PACKAGE TYPE	TRANS. CYCLE	SUB

Legend:

Transaction Types:

01-Current Business
02-Authorized Contract Overrun
03-Imbalance Payback from TSP
04-Imbalance Payback to TSP
26-Park Service
27-Park Withdrawal
28-Loan Service
29-Loan Payback

SHIPPER CONFIRMATION FORM
MIDWESTERN GAS TRANSMISSION COMPANY

Confirming Party Duns #: _____ Confirming Party Phone #: _____

Confirming Party Name: _____

Cycle (please circle one): Timely (9:00 a.m.) Intraday Evening (9:00 a.m.) Intraday Cycle 1 (5:00 p.m.) Intraday Cycle 2 (9:00 p.m.)

BEGINNING SERVICE DATE	END DATE	LOCATION QUANTITY NAME Dths	K FLOW REDUCTION INDICATOR (R/D) REASON	UPSTREAM/ DOWNSTREAM NAME	UPSTREAM/ DOWNSTREAM CONTRACT	SERVICE REQUESTOR NAME	REQUESTOR CONFIRM SUB CYCLE

FORM OF RELEASE REQUEST

Midwestern Gas Transmission Company
P.O. Box 542500
Omaha, Nebraska 68154-8500
(402) 492-7430 or (402) 492-7431

FOR COMPANY'S USE:
RELEASE REQUEST NO. _____

Attention: Marketing

Re: Request to Release Rights to
Firm Transportation Service

_____ ("Releasing Shipper") hereby submits its request to release transportation rights held by Releasing Shipper under its Firm Transportation Service Agreement ("Service Agreement") with Midwestern Gas Transmission Company ("Company"). Releasing Shipper proposes to release such rights pursuant to the General Terms and Conditions of Company's Tariff on file with the Federal Energy Regulatory Commission. The terms of the proposed release are as follows:

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

   _____

   _____

2. Maximum Daily Quantity of firm service rights to be released (may be stated as minimum/maximum range):

3. Commencement Date and term of release (may be stated as range of acceptable terms):

4. Primary Receipt and Delivery Points for Transportation Service:

Primary Receipt Points	DRN	Firm Rights To Be Released At Such Point(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____

Primary Delivery Points	DRN	Firm Rights To Be Released At Such Point(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

FORM OF RELEASE REQUEST

6. (a) Transportation rights to be released will/will not be subject to recall:

   (b) Conditions for recall are:

7. (a) Transportation rights to be released are/are not contingent on ability to release associated capacity on another pipeline.

   (b) Conditions associated with contingency:

8. (a) Contingent Bids will/will not be accepted.

   (b) Contingency can/cannot extend beyond the Bidding Period for ____ days.

9. (a) Bids based on a one part volumetric rate will/will not be accepted.

   (b) The methodology for evaluating one part Bids: _____

   _____

10. Alternative non-discriminatory economic standard for determination of the award of transportation rights, including alternative tiebreaker to choose between Bids of equal value:

11. If Releasing Shipper has already obtained a Bidder that is prepared to accept all terms and conditions of this Release Request ("Prearranged Bidder"), Releasing Shipper must provide the following information:

    a) the complete legal name of the Prearranged Bidder, type of legal entity and state of incorporation:

    b) the rates, charges and surcharges that the Prearranged Bidder agrees to pay for the Release Request:

    c) the term and the Maximum Daily Quantity agreed to by the Prearranged Bidder:

12. Releasing Shipper will/will not accept Bids for several packages of capacity that in combination total the amount of capacity offered for release.

13. Releasing Shipper will/will not require Replacement Shipper to indemnify the Releasing Shipper against claims arising from the release.

14. Releasing Shipper will/will not specify an alternative posting period to that specified in Subsection 21.5 of Company's General Terms and Conditions. Such alternative posting periods shall be _____

15. Other Conditions of the Release:_____

    _____

    _____

FORM OF RELEASE REQUEST

Releasing Shipper understands that Company reserves the right to invalidate any Release Request subsequent to its posting on the System to the extent it is incomplete or fails to conform in any manner to the requirements of Company's Tariff.

Releasing Shipper, by the signature of its authorized representative, represents and certifies to Company that (i) the individual signing below is authorized to sign this Release Request for Releasing Shipper; (ii) the information above is true, complete and correct; and iii) if this Release Request includes a Prearranged Bidder, the Prearranged Bidder has agreed irrevocably to accept the transportation rights described herein on the terms and conditions set forth herein.

Submitted this _____ day of _____, _____.

_____
(Shipper)

By_____

Title_____

FORM OF BID

Midwestern Gas Transmission Company
P.O. Box 542500
Omaha, Nebraska 68154-8500
(402) 492-7430 or (402) 492-7431

Attention: Marketing

Re: Bid on Released Rights to
Firm Transportation Service

_____ ("Bidder") hereby submits this Bid for released firm transportation rights specified in the Release Request identified below. The terms of this Bid are as follows:

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

2. Transportation Service Agreement Number of Releasing Shipper and Release Request number to which Bid relates:

3. The Maximum Daily Quantity for the Bid:

4. The rate(s) that Bidder is willing to pay for released transportation rights:

5. Term for which Bidder wishes to obtain the transportation rights:

6. The Bid is/is not contingent on ability to release associated capacity on another pipeline (if contingent, the basis for the contingency):

_____

_____

Bidder, by the signature of its authorized representative, represents and certifies to Company that (i) the individual signing below is authorized to sign this Bid for Bidder, and (ii) the information above is true, complete and correct.

Submitted this _____ day of _____, 20__.

_____
(Bidder)

By_____

Title_____

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

Fourth Revised Sheet No. 493 Fourth Revised Sheet No. 493
Superseding: Sheet Nos. 493 Through 495

The following Tariff sheets have been superseded and are reserved for future use:

Third Revised Sheet No. 493
Fourth Revised Sheet No. 494
Seventh Revised Sheet No. 495

MIDWESTERN GAS TRANSMISSION COMPANY
ELECTRONIC COMMUNICATION AGREEMENT

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 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.

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.

MIDWESTERN GAS TRANSMISSION COMPANY
ELECTRONIC COMMUNICATION AGREEMENT

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.

Midwestern Gas Transmission Company
c/o ONEOK Partners GP, L.L.C., its Operator
P.O. Box 871
Tulsa, OK 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 _____, 20___.

Accepted and agreed to this _____ day of _____, 20___.

MIDWESTERN GAS TRANSMISSION COMPANY
By: ONEOK Partners GP, L.L.C., its Operator

By: _____

Title: _____

Accepted and agreed to this _____ day of _____, 20___.

CUSTOMER

By: _____ By: _____

_____ _____
Print Name Print Name

Title: _____ Title: _____

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

Second Revised Sheet No. 496 Second Revised Sheet No. 496
Superseding: Sheet Nos. 496 Through 498

The following Tariff sheets have been superseded and are reserved for future use:

First Revised Sheet No. 496
Third Revised Sheet No. 497
First Revised Sheet No. 498

MIDWESTERN GAS TRANSMISSION COMPANY
AGENCY AUTHORIZATION AGREEMENT

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 24 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.

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.

MIDWESTERN GAS TRANSMISSION COMPANY
AGENCY AUTHORIZATION AGREEMENT

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.

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: _____

Midwestern Gas Transmission Company

By: _____

Title: _____

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

Third Revised Sheet No. 499 Third Revised Sheet No. 499
Superseding: Sheet Nos. 499 Through 509

The following Tariff sheets have been superseded and are reserved for future use:

Second Revised Sheet No. 499
Third Revised Sheet No. 500
First Revised Sheet No. 501
First Revised Sheet No. 502
First Revised Sheet No. 503
First Revised Sheet No. 504
First Revised Sheet No. 505
First Revised Sheet No. 506
Second Revised Sheet No. 507
First Revised Sheet No. 508
First Revised Sheet No. 509

MIDWESTERN GAS TRANSMISSION COMPANY
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Section 1. Prerequisites (Continued)

1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the parties' respective Receipt Computers.

1.4 Security Procedures

1.4.1 Each party shall use those security procedures specified in the North American Energy Standards Board Working Gas Quadrant ("NAESB WGQ") standards and the Exhibit(s). The manner in which public encryption keys are to be changed and/or exchanged will be specified in the Exhibit(s).

Security Key Exchanges. The parties shall maintain a public key used to facilitate secure electronic communication. The parties shall change their public key as set forth in the Exhibit(s). However, in emergency situations in which it is necessary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide to the other its public key by either: (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.

1.5 Signatures. Each party shall adopt as its signature private keys which shall be applied to each document transmitted by such party ("Digital Signature "). Such Digital Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender.

Section 2. Transmissions

2.1 Proper Receipt

2.1.1 Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Exhibit(s), as evidenced by the receipt by sending party of the HTTP response initiated by receiving party. The HTTP response shall specify the date and time of receipt of a Document at the receiving Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error.

2.1.2 The "Receipt Computer" shall be defined in the Exhibit(s) as the receiving party's Uniform Resource Locator ("URL"), which describes the protocols which are needed to access the resources and point to the appropriate Internet locations. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Exhibit(s) as the receiving party's URL provided by the receiving party's Provider.

2.2 Digital Signature Verification and Decryption. Upon proper receipt of any Document, the receiving party shall attempt to decrypt the Document and verify the digital signature of the sending party. If the Document is verified and the decryption is successful, the receiving party shall transmit a Functional Acknowledgment in return. If the Document is verified and the decryption is unsuccessful, the receiving party shall send the applicable error message to the sending party. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party.

MIDWESTERN GAS TRANSMISSION COMPANY
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Section 2. Transmissions (Continued)

2.3 Functional Acknowledgement and Response Document

2.3.1 For the purposes of this Agreement, a "Functional Acknowledgment" means an ASC X12 Transaction Set 997 which confirms a Document has been received and whether all required portions of the Document are syntactically correct or not, but which does not confirm the substantive content(s) of the related Document.

2.3.2 If the Functional Acknowledgment indicates an error, neither party shall rely on the Document. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party. If the Functional Acknowledgment does not indicate any error, the Functional Acknowledgment shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.3 If there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Functional Acknowledgement, the sending party's records of the contents of the Document shall control, unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.4 By mutual agreement, the parties may designate in the Exhibit(s) a "Response Document" Transaction Set as a substitute for or in addition to an ASC X12 Transaction Set 997. A Response Document confirms that a Document has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document.

2.3.5 If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known. The sending party shall attempt to correct the errors and promptly retransmit the Document or applicable portion or otherwise contact the receiving party. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.6 If the parties have mutually agreed to the use of a Response Document, and if there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Response Document, the sending party's records of the contents of the Document shall control unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.7 Retransmissions. If the sending party of a Document has not received a corresponding functional acknowledgment or response document within the time frame indicated in the Exhibit(s), the sending party shall retransmit the Document and such Document shall be considered a new transmission for purposes of Section 2.

Section 3. Terms

3.1 Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written agreement(s), the terms and conditions of the underlying agreement(s) shall control.

MIDWESTERN GAS TRANSMISSION COMPANY
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Section 3. Terms (Continued)

3.2 Terms and Conditions of Reports and Other Information. In the absence of any other written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to:

[A] those terms and conditions, including any terms for payment, included in the Exhibit(s);
and
[B] such additional terms and conditions as may be determined in accordance with applicable law.

3.3 Change in Terms and Conditions. Notwithstanding Section 4.1 of this Agreement, if any party determines that Data Communications under this Agreement are altered by a subsequent change to a party's tariff or obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which Data Communications under this Agreement are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Section 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.

3.4. Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5 or in the Exhibit(s), by written agreement between the parties, or by applicable law.

3.5. Validity: Enforceability

3.5.1 This Agreement has been executed by the parties to evidence their mutual intent to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.

3.5.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is applied, a Digital Signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.5.3 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

MIDWESTERN GAS TRANSMISSION COMPANY
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Section 4. Miscellaneous

4.1 Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.2 Severability. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 Entire Agreement. This Agreement and the Exhibit(s) constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement.

4.4 No Third Party Beneficiaries. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties, their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

4.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of _____ [specify state, commonwealth, province, etc.] of _____, excluding any conflict-of-law rules and principles of that jurisdiction which would result in reference to the laws or law rules of another jurisdiction.

4.6 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

4.7 Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Data Communications pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from Data Communications under this Agreement shall be set forth in the Exhibit(s).

4.8 Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Exhibit(s) to the addressee party at such party's address as set forth in the Exhibit(s). Either party may change its address for the purpose of notice hereunder by giving the other party no less than five days prior written notice of such new address in accordance with the preceding provisions.

MIDWESTERN GAS TRANSMISSION COMPANY
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Section 4. Miscellaneous (Continued)

4.9 Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

4.10 Waivers. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

4.11 Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute one and the same instrument.

4.12 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

DEFINED TERM	WHERE DEFINED
Agreement	Header
Data Communications	Section 1.1
Digital Signature	Section 1.5
Documents	Section 1.1
Electronic Data Interchange, EDI	Recital
Functional Acknowledgment	Section 2.3.1
parties	Header
Provider	Section 1.2.1
Receipt Computer	Section 2.1.2
Response Document	Section 2.3.4
Signed Documents	Section 3.5.2
time-c	Section 2.1.1
Uniform Resource Locator, URL	Section 2.1.2

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Company Name: _____	Midwestern Gas Transmission Company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

MIDWESTERN GAS TRANSMISSION COMPANY

EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

1. Contact Information

   Company Name: _____

   Street Address: _____

   City: _____

   State/Province/Commonwealth: _____

   Zip/Postal Code: _____

   Attention [Name, Title]: _____

   Phone: _____ Fax: _____ Email Address: _____

   Legal Entity Common Code (D-U-N-S*(Number): _____

   Company Name: _____

   Street Address: _____

   City: _____

   State/Province/Commonwealth: _____

   Zip/Postal Code: _____

   Attention [Name, Title]: _____

   Phone: _____ Fax: _____ Email Address: _____

   Legal Entity Common Code (D-U-N-S*(Number): _____

2. Special Allocation Costs if Any: _____

_____
* (A registered trademark of Dun & Bradstreet Corporation)

MIDWESTERN GAS TRANSMISSION COMPANY

EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

3. Communication Specifics:

Company Name: _____

EDI Contact Phone Number: _____

Provider Name: _____

Receipt Computer URL (include host name or IP address, any non standard port, directory and program name as necessary): _____

Basic Authentication Userid: _____

Basic Authentication Password: _____

HTTP to/from Tag: _____

Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____

Company Name: _____

EDI Contact Phone Number: _____

Provider Name: _____

Receipt Computer URL (include host name or IP address, any non standard port, directory and program name as necessary): _____

Basic Authentication Userid: _____

Basic Authentication Password: _____

HTTP to/from Tag: _____

Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____

[Parties should execute a separate Exhibit for each different URL.]

MIDWESTERN GAS TRANSMISSION COMPANY
EXHIBIT _____
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (DATE)

4. Transaction Sets:
Complete table for all applicable transaction sets (Refer to the NAESB Home Page (www.naesb.org) for the current list of transaction set numbers and document names).

TRANSACTION SET NUMBER	NATURAL GAS DOCUMENT NAME	ISA Qualifier	ISA ID	GS ID	SENDING PARTY's ISA Qualifier	SENDING PARTY's ISA ID	SENDING PARTY's GS ID	RECEIVING PARTY's Functional Acknowledgment (FA) or Responsive Document (RD) Supported

MIDWESTERN GAS TRANSMISSION COMPANY

EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

5. Standards and Industry Guidelines: (Specify all applicable standards, issuing organizations, and published industry guidelines.)

_____

_____

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the transaction(s) contained in this Exhibit(s). The mutually agreed provisions of this Exhibit(s) shall control in the event of any conflict with any listed industry guidelines.

6. Security Procedures: (Define security procedures, including but not limited to encryption, authentication, and PGP version.)

_____

_____

6.1 Public Encryption Key Exchange Procedures:

a) Contact for public encryption key exchange (emergency and scheduled)

_____

b) Method of contact and related information (phone number and/or e-mail address)

_____

c) Chosen electronic method of key exchange

_____

d) Scheduled public encryption key exchange procedures including frequency

_____

e) Emergency public encryption key exchange procedures

_____

f) Verification procedures to confirm appropriate exchange of public encryption keys

_____

g) Other

_____

MIDWESTERN GAS TRANSMISSION COMPANY

EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

7. Terms and Conditions: (If no special terms and conditions have been agreed upon, enter "None.")

   _____

   _____

8. Data Retention: (If no special data retention procedures have been agreed upon, enter "None.")

   _____

   _____

9. Limitation on Direct Damages: (If no limitation has been agreed upon, enter "None.")

   _____

   _____

10. Confidential Information: (See Section 3.4. If no limitation has been agreed upon, enter "None.")

   _____

   _____

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

Company Name:_____	Company Name:_____
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP10-74-000

Fourth Revised Sheet No. 510 Fourth Revised Sheet No. 510
Superseding: Sheet Nos. 510 Through 512

The following Tariff sheets have been superseded and are reserved for future use:

Third Revised Sheet No. 510
First Revised Sheet No. 511
Second Revised Sheet No. 512

MIDWESTERN GAS TRANSMISSION COMPANY
MASTER ELECTRONIC TRANSACTIONS AGREEMENT

2. Agreement to Utilize Electronic Means (Continued)

A. (Continued)

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.

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 Midwestern (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.

3. 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 Midwestern or Customer's use of Midwestern's computer, Internet or communication facilities or systems. Additionally, MIDWESTERN DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MIDWESTERN GAS TRANSMISSION COMPANY
MASTER ELECTRONIC TRANSACTIONS AGREEMENT

3. Disclaimer of Warranties and Limitation of Damages (Continued)

B. Customer assumes all risks of loss or liability arising out of this Agreement and hereby agrees to hold harmless and indemnify Midwestern from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Midwestern) brought by third parties based upon this Agreement, the use of electronic means or electronic agents, any technical advice or information provided by Midwestern or Customer's use of Midwestern's computer, Internet or communication facilities or systems, except that Midwestern 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 Midwestern.

4. 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 Nebraska (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 Midwestern'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.

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 Midwestern 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.