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FERC GAS TARIFF

First Revised Volume No. 1

of

NORTHERN BORDER PIPELINE COMPANY

Filed with

Federal Energy Regulatory Commission

Communications Concerning This Tariff
Should Be Addressed To:

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Manager, Tariffs and Compliance

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Sheet No. 2 is being
reserved for future use.

PRELIMINARY STATEMENT

Northern Border Pipeline Company (Company), a partnership formed under the partnership laws of the State of Texas, is a natural gas company engaged in the business of transporting for Shippers, natural gas owned by Shippers, from an interconnection with the pipeline facilities of Foothills Pipe Lines (Saskatchewan) Limited, a Canadian corporation, at the international border near Monchy, Saskatchewan to points of delivery to Shippers to the east on Company's pipeline system.

Company shall transport gas only pursuant to written contracts, in the form of Agreement contained herein, and pursuant to authorization granted by the Federal Energy Regulatory Commission.

Effective Date: 06/01/2009 Status: Effective
FERC Docket: RP09-547-000

Third Revised Sheet No. 4 Third Revised Sheet No. 4
Superseding: Second Revised Sheet No. 4

Third Revised Sheet Number 4 (Map)
is not required to be
filed in electronic format.

Effective Date: 12/01/1999 Status: Effective
FERC Docket: RP99-322-004

Sheet Numbers 5 - 97 Sheet Numbers 5 - 97 : Effective

Sheet Nos. 5 through 97
have not been issued and
are being reserved for future use.

STATEMENT OF RATES
2/ 3/

Rate Schedule	Long-Term Base Tariff Rate (per 100 Dth-Miles) 1/
T-1 and T-1B	
Daily Reservation Rate - Port of Morgan, MT to Ventura, IA	
Maximum	$0.0321
Minimum	$0.0000
Daily Reservation Rate - Ventura, IA to North Hayden, IN	
Maximum	$0.0345
Minimum	$0.0000
Commodity Rate - Port of Morgan, MT to North Hayden, IN	
Maximum	$0.0004
Minimum	$0.0004

1/ Applicable to any Rate Schedule T-1 U.S. Shippers Service Agreement or any Rate Schedule T-1B Service Agreement with a primary term of at least twelve consecutive months.
2/ The Settlement Base Rates, pursuant to the Stipulation at Docket No. RP06-72-000, et al., remain in effect until such rates are superseded by new base rates placed into effect consistent with the provisions of the Stipulation.
3/ Rates on this sheet are subject to the revenue retrieval provision pursuant to Article X of the Stipulation at Docket No. RP06-72-000, et al.

Effective Date: 01/01/2007 Status: Effective
FERC Docket: RP06- 72-003

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

STATEMENT OF RATES
1/ 2/

Rate Schedule	Seasonal Base Tariff Rate (per 100 Dth-Miles) Port of Morgan, MT to Ventura, IA	Ventura, IA to North Hayden, IN
IT-1		
Daily Commodity Rate		
Maximum - January	$0.0405	$0.0435
- February	$0.0389	$0.0418
- March	$0.0325	$0.0349
- April	$0.0213	$0.0228
- May	$0.0213	$0.0228
- June	$0.0277	$0.0297
- July	$0.0357	$0.0384
- August	$0.0389	$0.0418
- September	$0.0341	$0.0366
- October	$0.0277	$0.0297
- November	$0.0325	$0.0349
- December	$0.0389	$0.0418
Minimum	$0.0004	$0.0004

1/ The Settlement Base Rates, pursuant to the Stipulation at Docket No. RP06-72-000, et al., remain in effect until such rates are superseded by new base rates placed into effect consistent with the provisions of the Stipulation.
2/ Rates on this sheet are subject to the revenue retrieval provision pursuant to Article X of the Stipulation at Docket No. RP06-72-000, et al.

STATEMENT OF RATES
3/ 4/

Daily Rates per Dekatherm

Rate Schedule	Base Tariff Rate
PAL 1/	
Maximum Reservation Rate	$0.2041
Minimum Reservation Rate	$0.0000
PAL 2/	
Maximum Commodity Rate	$0.2041
Minimum Commodity Rate	$0.0000
TPB	
Maximum Rate	$0.0200
Minimum Rate	$0.0000

1/ Charge applicable to ATPL service option only.
2/ Rates applicable to NPL, RPL, OPL and APL service options under Rate Schedule PAL.
3/ The Settlement Base Rates, pursuant to the Stipulation at Docket No. RP06-72-000, et al., remain in effect until such rates are superseded by new base rates placed into effect consistent with the provisions of the Stipulation.
4/ Rates on this sheet are subject to the revenue retrieval provision pursuant to Article X of the Stipulation at Docket No. RP06-72-000, et al.

STATEMENT OF RATES
2/ 3/

Rate Schedule	Seasonal Base Tariff Rate (per 100 Dth-Miles) 1/ Port of Morgan, MT to Ventura, IA	Ventura, IA to North Hayden, IN
T-1 and T-1B		
Daily Reservation Rate		
Maximum - January	$0.0401	$0.0431
- February	$0.0385	$0.0414
- March	$0.0321	$0.0345
- April	$0.0209	$0.0224
- May	$0.0209	$0.0224
- June	$0.0273	$0.0293
- July	$0.0353	$0.0380
- August	$0.0385	$0.0414
- September	$0.0337	$0.0362
- October	$0.0273	$0.0293
- November	$0.0321	$0.0345
- December	$0.0385	$0.0414
Minimum	$0.0000	$0.0000
Commodity Rate		
Maximum	$0.0004	$0.0004
Minimum	$0.0004	$0.0004

1/ Applicable to any Rate Schedule T-1 U.S. Shippers Service Agreement or any Rate Schedule T-1B Service Agreement with a Billing Commencement Date subsequent to December 31, 2006 and a primary term of at least one Gas Day and up to 364 consecutive Gas Days, or up to 365 consecutive Gas Days during a Leap Year.
2/ The Settlement Base Rates, pursuant to the Stipulation at Docket No. RP06-72-000, et al., remain in effect until such rates are superseded by new base rates placed into effect consistent with the provisions of the Stipulation.
3/ Rates on this sheet are subject to the revenue retrieval provision pursuant to Article X of the Stipulation at Docket No. RP06-72-000, et al.

Statement of Rates

Blended Seasonal Maximum Daily Reservation Rate Matrix

The Blended Seasonal Maximum Daily Reservation Rates per 100/dth-miles for Rate Schedules T-1 and T-1B for Port of Morgan, MT to Ventura, IA is shown below for the monthly term combinations. Rows reflect start dates and columns reflect end dates for monthly term combinations.*

Month	January 31	February 28**	March 31	April 30	May 31	June 30	July 31	August 31	September 30	October 31	November 30	December 31
January 1	$0.0401	$0.0394	$0.0369	$0.0329	$0.0304	$0.0299	$0.0307	$0.0317	$0.0319	$0.0314	$0.0315	$0.0321
February 1**	0.0321	0.0385	0.0351	0.0303	0.0279	0.0278	0.0291	0.0304	0.0308	0.0304	0.0306	0.0313
March 1	0.0316	0.0321	0.0321	0.0266	0.0247	0.0253	0.0273	0.0292	0.0298	0.0295	0.0298	0.0307
April 1	0.0315	0.0321	0.0321	0.0209	0.0209	0.0230	0.0261	0.0286	0.0295	0.0291	0.0295	0.0305
May 1	0.0327	0.0332	0.0331	0.0321	0.0209	0.0240	0.0278	0.0305	0.0311	0.0305	0.0307	0.0317
June 1	0.0341	0.0346	0.0343	0.0331	0.0321	0.0273	0.0314	0.0338	0.0338	0.0324	0.0324	0.0333
July 1	0.0351	0.0355	0.0351	0.0337	0.0325	0.0321	0.0353	0.0369	0.0359	0.0337	0.0334	0.0343
August 1	0.0351	0.0355	0.0351	0.0335	0.0322	0.0318	0.0321	0.0385	0.0362	0.0332	0.0329	0.0340
September 1	0.0344	0.0350	0.0346	0.0329	0.0315	0.0311	0.0315	0.0321	0.0337	0.0304	0.0310	0.0329
October 1	0.0345	0.0353	0.0347	0.0328	0.0312	0.0308	0.0313	0.0319	0.0321	0.0273	0.0297	0.0326
November 1	0.0370	0.0373	0.0363	0.0337	0.0318	0.0313	0.0317	0.0324	0.0325	0.0321	0.0321	0.0354
December 1	0.0393	0.0391	0.0373	0.0340	0.0318	0.0311	0.0317	0.0325	0.0326	0.0321	0.0321	0.0385

The Blended Seasonal Maximum Daily Reservation Rates per 100/dth-miles for Rate Schedules T-1 and T-1B for Ventura, IA to North Hayden, IN is shown below for the monthly term combinations. Rows reflect start dates and columns reflect end dates for monthly term combinations.*

Month	January 31	February 28**	March 31	April 30	May 31	June 30	July 31	August 31	September 30	October 31	November 30	December 31
January 1	$0.0431	$0.0423	$0.0396	$0.0353	$0.0327	$0.0321	$0.0330	$0.0340	$0.0343	$0.0338	$0.0338	$0.0345
February 1**	0.0345	0.0414	0.0378	0.0326	0.0300	0.0298	0.0312	0.0327	0.0332	0.0327	0.0329	0.0337
March 1	0.0339	0.0345	0.0345	0.0286	0.0265	0.0272	0.0294	0.0314	0.0321	0.0317	0.0320	0.0330
April 1	0.0339	0.0345	0.0345	0.0224	0.0224	0.0247	0.0281	0.0308	0.0317	0.0313	0.0317	0.0328
May 1	0.0351	0.0357	0.0356	0.0345	0.0224	0.0258	0.0299	0.0328	0.0335	0.0328	0.0330	0.0341
June 1	0.0367	0.0372	0.0369	0.0356	0.0345	0.0293	0.0337	0.0363	0.0363	0.0349	0.0348	0.0358
July 1	0.0377	0.0381	0.0377	0.0362	0.0349	0.0345	0.0380	0.0397	0.0386	0.0362	0.0359	0.0368
August 1	0.0377	0.0382	0.0377	0.0360	0.0346	0.0342	0.0345	0.0414	0.0389	0.0356	0.0354	0.0366
September 1	0.0369	0.0376	0.0372	0.0353	0.0339	0.0334	0.0338	0.0345	0.0362	0.0327	0.0333	0.0354
October 1	0.0371	0.0379	0.0373	0.0352	0.0336	0.0331	0.0336					

0.0343	0.0345	0.0293	0.0319	0.0351				
November 1	0.0397	0.0401	0.0390	0.0362	0.0342	0.0336	0.0341	
0.0348	0.0350	0.0345	0.0345	0.0380				
December 1	0.0423	0.0420	0.0401	0.0366	0.0342	0.0335	0.0340	
0.0349	0.0350	0.0345	0.0345	0.0414				

* Any term combination that includes a partial month will require a recomputation of the Daily Seasonal Maximum Base Reservation Rate for the respective term.

** The rates reflected for the columns and rows containing February are based on 28 days and are subject to recomputation to reflect 29 days during Leap Year.

STATEMENT OF RATES

Daily Rates per Dekatherm

Rate Schedule	Base Tariff Rate
FCS-DP 1/	
Maximum Reservation Rate	$0.1592
Minimum Reservation Rate	$0.0000
Maximum Commodity Rate	$0.0000
Minimum Commodity Rate	$0.0000
ICS-DP 1/	
Maximum Commodity Rate	$0.1592
Minimum Commodity Rate	$0.0000
Compressor Fuel Gas Percentage	.53% 2/

1/ ACA Charge under Section 16 of the General Terms and Conditions (GT&C) and Compressor Usage Surcharge under Section 45 of the GT&C are not applicable to this rate schedule.

2/ Applied to total scheduled quantity at the DP Receipt Point under Rate Schedule(s) FCS-DP and ICS-DP.

STATEMENT OF RATES

	Commodity Rate
Annual Charge Adjustment (ACA) Rate (per Dekatherm) 1/	$0.0019
Compressor Usage Surcharge (per 100 Dekatherm-miles) 2/	$0.0020

1/ In accordance with the Commission's regulations, the authorized FERC unit charge per dekatherm is applied to physical transportation deliveries and is applicable to all transportation rate schedules. Pursuant to Section 16 of the General Terms and Conditions herein, the ACA is effectively charged at a rate of $0.0002 per 100 Dekatherm-miles.

2/ Rate is charged in accordance with Section 45 of the General Terms and Conditions.

STATEMENT OF NEGOTIATED RATES (1)(2)

Commodity (3)	Shipper Name	Primary Receipt Point	Primary Delivery Point	Agreement Number	Rate Schedule	Termination Date	Contract Quantity (Dth/day)	Reservation Charge (3)	Rate
Northern Illinois Gas Company d/b/a Nicor Gas	Channahon	Troy Grove		FB0252	T-1B	10-31-12	50,000	0	3.66 cents (4)
BP Canada Energy Marketing Corp.	Ventura	Manhattan		T2206F (7)	T-1	04-29-14	58,766 (6)	3.60 cents (5)	.06 cents (5)
Dakota Gasification Company	Harper	North Hayden		T2577F (7)	T-1	05-04-16	30,000 (6)	3.60 cents (5)	.06 cents (5)
Tenaska Marketing Ventures	Harper	North Hayden		T2576F (7)	T-1	05-04-16	30,000 (6)	3.60 cents (5)	.06 cents (5)
Tenaska Marketing Ventures	Ventura	North Hayden		T2574F (7)	T-1	12-04-11	9,117 (6)	3.60 cents (5)	.06 cents (5)
ONEOK Energy Marketing and Trading Co., L.P.	Ventura	North Hayden		T2575F	T-1	11-29-11	25,000 (6)	3.60 cents (5)	.06 cents (5)
Tenaska Marketing Ventures	Ventura	North Hayden		T5008F	T-1	12-04-11	2,117 (6)	3.60 cents (5)	.06 cents (5)
Northern States Power Company, a Minnesota Corporation	DP Transfer Point	Ventura		FB0676	T-1B	03-31-27	59,681	1.00 cents (9)	
Northern States Power Company, a Minnesota Corporation	DP Receipt Point	DP Transfer Point		DP001F (7)	FCS-DP	03-31-27	60,000	13.00 cents (11)	0.00 cents (10)
Tidal Energy Marketing (US) LLC	Port of Morgan	Ventura		T6469F	T-1	03-31-11	20,278 (6)	25.00 cents (12) (13)	

(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.
(3) Unless otherwise noted, this Tariff sheet reflects the essential elements of the negotiated contracts, including a specification of all consideration.
(4) The Commodity Charge rate is per 100 Dekatherm-miles and it does not include the FERC ACA; however, an ACA charge is applicable to the Dekatherm-miles under this contract in accordance with Subsection 16.1 of the General Terms and Conditions.
(5) The Demand Charge and Commodity Charge are per 100 Dekatherm-miles and are established for the primary term of the Service Agreement. The Commodity Charge rate does not include the FERC ACA. However, an ACA charge is applicable to the Dekatherm-miles transported under this contract in accordance with Subsection 16.1 of the General Terms and Conditions. Compressor Usage Surcharge is not applicable to the Service Agreement.
(6) Contract Quantity stated in Mcf/day.
(7) Identified as non-conforming agreement in Section 43 of the General Terms and Conditions.
(8) The daily rate of $.265/Dth shall apply. The daily reservation charge component shall be determined by subtracting the applicable daily Compressor Usage Surcharge amount from the revenue calculated by applying the total daily rate per Dekatherm to Shipper's applicable Contract Quantity. In addition, the applicable Maximum Commodity Rate and ACA surcharge will be charged on a per 100 Dekatherm-miles basis.
(9) Plus the applicable commodity charge and other rates and charges set forth in Subsection 3.1 of Rate Schedule T-1B.
(10) Plus all applicable surcharges, including any costs incurred by Company for or related to taxes or fees imposed, currently or in the future and 2) a negotiated Compressor Fuel Gas Percentage of .53%.
(11) Rate is per dekatherm.
(12) The Reservation Charge of $0.2500/Dth is the weighted-average of a $0.2160/Dth demand billed for the Production Months of April through October and a

$0.2983/Dth demand billed for the Production Months of November through March.

(13) Plus the applicable Commodity Charges and Other Rates and Charges set forth in Subsection 3.1 of Rate Schedule T-1.

RATE SCHEDULE T-1
FIRM SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Person (hereinafter called Shipper) desiring the transportation of natural gas on a firm basis after execution of a Service Agreement with Company and the satisfaction of the credit worthiness provisions under Section 41 of the General Terms and Conditions and as provided for by Section 13(a) of Alaskan Natural Gas Transportation Act of 1976.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This Rate Schedule shall apply to firm transportation service pursuant to Articles 1 and 2 of the U.S. Shippers Service Agreement after the Billing Commencement Date, whether or not gas is actually transported, under a Shipper's Service Agreement, other than service specifically provided for in another Rate Schedule. Quantities of gas Shipper desires to transport in excess of Shipper's Maximum Receipt Quantity nominated as specified in Shipper's Service Agreement shall be nominated, scheduled, received, and delivered on an interruptible basis pursuant to an IT-1 Transportation Agreement. For such excess receipts, Shipper shall pay the Maximum Commodity Rate pursuant to Rate Schedule IT-1.

2.2 Character of Service

Any Shipper under this Rate Schedule that receives service pursuant to Part 284 of the FERC's Regulations shall have receipt and delivery point flexibility subject to the provisions of Section 17 of the General Terms and Conditions. Service shall be provided on a firm basis subject to the nominations/confirmations/scheduling/interruption of service provisions of Section 10 of the General Terms and Conditions.

2.3 Release of Capacity

Shipper may release, in whole or in part, its capacity in accordance with Section 27 of the General Terms and Conditions. If the release is a temporary release, such release of capacity shall not relieve, impliedly or otherwise, the Releasing Shipper from its obligations under its Service Agreement or this Rate Schedule.

RATE SCHEDULE T-1
FIRM SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.4 Facility Limitations

Company shall not be required to install, modify or acquire any additional facilities in order to provide service under this Rate Schedule.

3. RATES

3.1 Rates

The applicable rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of this tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Company each month the sum of the applicable charges listed below:

Reservation Charge - The applicable daily reservation rate for Rate Schedule T-1 multiplied by Shipper's Daily Contract Dekatherm-miles multiplied by the applicable number of days in such Production Month.

For any Rate Schedule T-1 U.S. Shippers Service Agreement with a primary term of at least twelve (12) consecutive months, the Maximum Daily Reservation Rate on Exhibit A of such Service Agreement shall be equal to the applicable Long-Term Maximum Daily Reservation Rate set forth on the Statement of Rates.

For any Rate Schedule T-1 U.S. Shippers Service Agreement with a Billing Commencement Date subsequent to December 31, 2006 and a primary term of at least one Gas Day and up to 364 consecutive Gas Days, or up to 365 consecutive Gas Days during a Leap Year, the Maximum Daily Reservation Rate(s) per Exhibit A of such Service Agreement shall be equal to the applicable Seasonal Maximum Daily Reservation Rate(s) set forth on the Statement of Rates over the term of such Service Agreement. The Maximum Daily Reservation Rate per Exhibit A of such Service Agreement may also be, as

RATE SCHEDULE T-1
FIRM SERVICE

3. RATES (Continued)

3.2 Discounted Rates

Company shall charge the applicable Maximum Commodity Rate and applicable Maximum Reservation Rates set forth on the Statement of Rates unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges any individual Shipper for transportation service under this Rate Schedule a rate which is lower than the applicable Maximum Rate(s) hereunder; provided, however, that the total amount charged may not be less than the applicable Maximum Commodity Rate set forth on the then effective Statement of Rates of Company's FERC Gas Tariff, plus the effective Annual Charge Adjustment and the Compressor Usage Surcharge.

3.3 Negotiated Rates

Notwithstanding the foregoing provisions of this Section 3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 38 of the General Terms and Conditions. The ACA surcharge and the Compressor Usage Surcharge pursuant to Subsection 3.1, will be applied to Shippers paying Negotiated Rates in the same manner as they are applied to Shippers paying Recourse Rates.

3.4 Shipper's Obligation to Pay

All Shippers whose Billing Commencement Dates have occurred shall be obligated to pay to Company in respect of each Production Month their respective monthly billing invoices, determined in accordance with Subsection 3.1 and Section 27 of the General Terms and Conditions for each such Production Month and billed to Shipper in accordance with Section 6 of the General Terms and Conditions.

RATE SCHEDULE T-1
FIRM SERVICE

3. RATES (Continued)

3.1 Rates (Continued)

elected by Shipper prior to the Billing Commencement Date, the average of the applicable Seasonal Maximum Daily Reservation Rate(s) set forth on the Statement of Rates over the term of such Service Agreement; provided however, that in no event shall the total Reservation Charge revenue invoiced to such Shipper over the term of such Service Agreement exceed the total Reservation Charge revenue that would otherwise be invoiced had the applicable Seasonal Maximum Daily Reservation Rate(s) set forth on the Statement of Rates been utilized for the entire term of the Service Agreement to calculate the total Reservation Charge revenue.

Commodity Charge - The daily commodity rate under Rate Schedule T-1 multiplied by the quantity of gas in 100 Dekatherm-miles received by Company under Rate Schedule T-1 for Shipper in such Production Month.

Other Rates and Charges:

Out-of-Transportation Path Charge - The applicable charge for a Shipper utilizing Point(s) of Receipt and/or Point(s) of Delivery outside of Shipper's Transportation Path shall be the corresponding Seasonal Maximum Commodity Rate for incremental transportation pursuant to Rate Schedule IT-1 for the calendar month in which such service is rendered, unless Company and Shipper mutually agree to another rate, for the portion of a scheduled nomination that is outside of a Shipper's Transportation Path.

The Annual Charge Adjustment is defined and computed in accordance with Subsection 16.1 of the General Terms and Conditions.

The Compressor Usage Surcharge is defined and computed in accordance with Section 45 of the General Terms and Conditions of Company's FERC Gas Tariff.

RATE SCHEDULE T-1
FIRM SERVICE

3. RATES (Continued)

3.1 Rates (Continued)

Third Party Charges - In addition to any applicable rates and charges assessed pursuant to this Rate Schedule, Company may charge Shipper, on whose behalf Company has acquired off-system service applicable to Section 39 of the General Terms and Conditions of Company's FERC Gas Tariff, the rates and charges Company is obligated to pay third party(s) for such off-system service. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

RATE SCHEDULE T-1
FIRM SERVICE

4. (RESERVED)

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL

5.1 Service Continuation

A Shipper that has entered into a Service Agreement that provides for at least 12 consecutive months of service at the Maximum Rate shall have the right to continue service with respect to all or a portion of Shipper's Maximum Receipt Quantity, beyond the primary term specified in the Shipper's Service Agreement provided Shipper satisfies the credit worthiness requirements set forth in Section 41 of the General Terms and Conditions and is current with its obligations and otherwise is in compliance with the terms and conditions of this Tariff. 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 unless it has been performed at the applicable Maximum Rate for at least 12 consecutive months or to off-system services acquired for Shipper under Section 39 of the General Terms and Conditions of Company's FERC Gas Tariff. A limited right of first refusal shall be applicable to interim Service Agreements for capacity that has been sold with a future Billing Commencement Date as set forth in Subsections 26.2(iv) or 26.5 of the General Terms and Conditions. The right of first refusal also is subject to Article VI of the Stipulation in Docket No. RP06-72-000, et al. A Shipper may not exercise a right of first refusal for a geographic portion of its historical service. Company shall give Shipper notice not less than six months and no more than eighteen months prior to termination of Shipper's Service Agreement that Shipper must exercise its right of first refusal. However, in the event a construction project is proposed that would utilize capacity on Company's existing facilities, the sizing of which project could be effected by Shipper's plans regarding the continuation of service, Company will have the right to give Shipper such notice no more than 36 months prior to termination of Shipper's Service Agreement. Company shall not require a response from Shipper in less than ten (10) business days from the date the notice is issued. Such response shall be Shipper's notification to Company of either 1) its intent to retain its option to exercise its ROFR pursuant to this Section 5 or 2) its binding commitment to terminate its Service Agreement. Service under the Service Agreement shall continue if:

5.11 The Service Agreement is extended for a term of at least five years at the Maximum Rate under this Rate Schedule, or

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.1 Service Continuation (Continued)

5.12 Shipper agrees to match, the term of the Best Bid, the Best Bid, as described in Subsection 5.23, for the firm service being provided to Shipper, which Company has offered in accordance with Subsection 5.2, provided that Shipper executes an amendment to its Service Agreement, within five (5) business days of receipt of such amended Service Agreement, reflecting the terms matched.

A Shipper with an expiring Service Agreement that had a primary term greater than one year at the Maximum Rate is not required to match a rate higher than the Maximum Rate currently in effect for that Transportation Path in order to retain its contracted capacity.

If Shipper does not elect to continue service for all or part of Shipper's contracted Maximum Receipt Quantity in accordance with Subsection 5.11 and Shipper elects to reserve its right to continue service in accordance with this Subsection, Shipper must so notify Company of its election, within ten (10) business days of receiving notice from Company of Company's intent to terminate in total or in part the Service Agreement. No later than one (1) business day of receiving notice of Shipper's election under this Subsection, Company will post the capacity in accordance with Subsection 5.21. In the event that Shipper does not notify Company of an election pursuant to either Subsection 5.11 or this Subsection, Company shall post, without a right of first refusal, all of Shipper's capacity for Bids in accordance with Subsection 26.2(a), or;

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.1 Service Continuation (Continued)

5.12 Shipper agrees to match, the term of the Best Bid, the Best Bid, as described in Subsection 5.23, for the firm service being provided to Shipper, which Company has offered in accordance with Subsection 5.2, provided that Shipper executes an amendment to its Service Agreement, within five (5) business days of receipt of such amended Service Agreement, reflecting the terms matched.

A Shipper with an expiring Service Agreement that had a primary term greater than one year at the Maximum Rate is not required to match a rate higher than the Maximum Rate currently in effect for that Transportation Path in order to retain its contracted capacity.

If Shipper does not elect to continue service for all or part of Shipper's contracted Maximum Receipt Quantity in accordance with Subsection 5.11 and Shipper elects to reserve its right to continue service in accordance with this Subsection, Shipper must so notify Company of its election, within two (2) business days of receiving notice from Company of Company's intent to terminate in total or in part the Service Agreement. No later than one (1) business day of receiving notice of Shipper's election under this Subsection, Company will post the capacity in accordance with Subsection 5.21. In the event that Shipper does not notify Company of an election pursuant to either Subsection 5.11 or this Subsection, Company shall post, without a right of first refusal, all of Shipper's capacity for Bids in accordance with Subsection 26.2(a), or;

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.1 Service Continuation (Continued)

5.13 If Company does not receive any acceptable Bid(s) for all or part of the capacity in response to a posting pursuant to Subsection 5.21, Company shall notify Shipper in writing of the results and inform the Shipper that it may continue to receive service in accordance with its Service Agreement for any period chosen by the Shipper. Company and Shipper shall have 20 business days to mutually agree to acceptable terms to continue all or part of Shipper's Service Agreement. The Company is under no obligation to provide service at less than the Maximum Rate under this Rate Schedule. If Company and Shipper do not mutually agree to terms by the close of the 20 business day period, Company shall post, within 5 business days, the capacity as available capacity without a right of first refusal, in accordance with Subsection 26.2(a).

5.14 Upon completion of the applicable processes as described above in this Subsection and in Subsection 5.2 and if such processes do not result in a mutually agreed upon amendment to Shipper's currently effective Service Agreement, Shipper's right of first refusal under the Service Agreement shall expire.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.1 Service Continuation (Continued)

5.13 If Company does not receive any acceptable Bid(s) for all or part of the capacity in response to a posting pursuant to Subsection 5.21, Company shall notify Shipper in writing of the results and inform the Shipper that it may continue to receive service in accordance with its Service Agreement for any period chosen by the Shipper. Company and Shipper shall have five (5) business days to mutually agree to acceptable terms and execute a Service Agreement to continue all or part of Shipper's Service Agreement. The Company is under no obligation to provide service at less than the Maximum Rate under this Rate Schedule. If Company and Shipper do not execute a Service Agreement by the close of the five (5) business day period, Company shall post, on its Internet web site on the following business day, the capacity as available capacity without a right of first refusal, in accordance with Subsection 26.2(a).

5.14 Upon completion of the applicable processes as described above in this Subsection and in Subsection 5.2 and if such processes do not result in a mutually agreed upon amendment to Shipper's currently effective Service Agreement, Shipper's right of first refusal under the Service Agreement will have expired.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.2 Posting/Bid Procedures

5.21 Posting of Available Capacity

Company shall post for twenty days a notice of available firm capacity. The posting shall specify the Maximum Receipt Quantity, the Point(s) of Receipt and Delivery, Bid evaluation method, and deadline for resolution of Bid contingency as set forth in Subsection 5.22(c). The posting shall state that the capacity is subject to the right of first refusal and if Company will consider Negotiated Rate Bids pursuant to Subsection 38.31 of the General Terms and Conditions.

5.22 Bid Procedures

(a) Within one business day of receipt of a Bid by Company for the posted firm capacity, Company will post the Bid. The identity of the bidder shall be kept confidential. Company shall not be obligated to accept Bids at less than the applicable Maximum Reservation Rate.

(b) Any Person desiring to submit a Bid for firm capacity in accordance with this Section must satisfy the requirements of Rate Schedule T-1 and execute a U.S. Shipper Service Agreement. A Person's Bid for firm capacity which exceeds its qualified level of credit worthiness shall be accepted up to the level of credit worthiness established pursuant to Section 41 of the General Terms and Conditions of Company's FERC Gas Tariff.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.2 Posting/Bid Procedures

5.21 Posting of Available Capacity

Company shall post for a minimum of five (5) business days a notice of available firm capacity. The posting shall specify the Maximum Receipt Quantity, the Point(s) of Receipt and Delivery, Bid evaluation method, and deadline for resolution of Bid contingency as set forth in Subsection 5.22(c). The posting shall state that the capacity is subject to the right of first refusal and if Company will consider Negotiated Rate Bids pursuant to Subsection 38.31 of the General Terms and Conditions.

5.22 Bid Procedures

(a) Within one business day of receipt of a Bid by Company for the posted firm capacity, Company will post the Bid. The identity of the bidder shall be kept confidential. Company shall not be obligated to accept Bids at less than the applicable Maximum Reservation Rate.

(b) Any Person desiring to submit a Bid for firm capacity in accordance with this Section must satisfy the requirements of Rate Schedule T-1 and execute a U.S. Shipper Service Agreement. A Person's Bid for firm capacity which exceeds its qualified level of credit worthiness shall be accepted up to the level of credit worthiness established pursuant to Section 41 of the General Terms and Conditions of Company's FERC Gas Tariff.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.2 Posting/Bid Procedures (Continued)

5.22 Bid Procedures (Continued)

(c) The Company will allow Bids for capacity which are contingent upon the bidder obtaining capacity on another pipeline(s). The Bid must specify the contingency, including the timing of when the results of the other pipeline(s) evaluation and allocation process will be completed. In those instances where such a contingent Bid(s) is determined to be the Best Bid, the allocation of capacity may be delayed, without undue discrimination, pending satisfaction of the contingency. If such contingency has not been resolved by no later than 5 business days after Bid Closing Date, then such contingent bid is deemed void.

(d) If a Bid is received which contains conditions, other than those allowed in Subsection 5.22(c), that are not satisfied at Bid Closing Date, such Bid shall not be accepted.

(e) A bidder may withdraw its Bid prior to the Bid Closing Date upon written notice to Company.

5.23 Selection of Best Bid

(a) For purposes of determining the Best Bid(s), Company will use Method A as detailed in Subsection 27.23(a) and, if applicable for Negotiated Rate bids, Subsection 38.3 of the General Terms and Conditions. (Where competing Bids at less than the Maximum Rate are received, Shipper need not match the Bid unless the less than Maximum Rate Bid is accepted by Company.)

(b) Company will evaluate Bids received within one business day of the Bid Closing Date except as noted in Subsection 5.22(c).

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.2 Posting/Bid Procedures (Continued)

5.22 Bid Procedures (Continued)

(c) The Company will allow Bids for capacity which are contingent upon the bidder obtaining capacity on another pipeline(s). The Bid must specify the contingency, including the timing of when the results of the other pipeline(s) evaluation and allocation process will be completed. In those instances where such a contingent Bid(s) is determined to be the Best Bid, the allocation of capacity may be delayed, without undue discrimination, pending satisfaction of the contingency. If such contingency has not been resolved by no later than 10 business days after Bid Closing Date, then such contingent bid is deemed void.

(d) If a Bid is received which contains conditions, other than those allowed in Subsection 5.22(c), that are not satisfied at Bid Closing Date, such Bid shall not be accepted.

(e) A bidder may withdraw its Bid prior to the Bid Closing Date upon written notice to Company.

5.23 Selection of Best Bid

(a) For purposes of determining the Best Bid(s), Company will use Method A as detailed in Subsection 27.61(a) and, if applicable for Negotiated Rate bids, Subsection 38.3 of the General Terms and Conditions. (Where competing Bids at less than the Maximum Rate are received, Shipper need not match the Bid unless the less than Maximum Rate Bid is accepted by Company.)

(b) Company will evaluate Bids received within one business day of the Bid Closing Date except as noted in Subsection 5.22(c).

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.2 Posting/Bid Procedures (Continued)

5.23 Selection of Best Bid (Continued)

(c) Company shall notify Shipper in writing within five days after the Bid Close Date of the Best Bid(s) or if no acceptable Bids were received.

(d) In order for a Shipper to retain its capacity, Shipper shall notify Company in writing within twenty (20) business days that Shipper elects to match the contract term(s) and rate(s) contained in the Best Bid for all or a portion of the capacity. If the Best Bid contains a Negotiated Rate, Shipper may retain certain capacity by choosing one of the options for rate pursuant to Subsection 38.23 of the General Terms and Conditions.

(e) In the event there is capacity remaining after Shipper's election in Subsection 5.23(d), the Person(s) submitting the Best Bid(s) will be notified within one business day following receipt of Shipper's notice to Company except as noted in Subsection 5.22(c).

(f) In the event there is capacity remaining after Shipper's election in Subsection 5.23(d) and there is more than one Best Bid, the firm capacity shall be allocated in the sequence which they are drawn from a bowl in which all the names of the potential shippers submitting a Best Bid are placed. Names will continue to be drawn until all the firm capacity has been allocated. The drawing will be conducted by a separate impartial entity not affiliated with Company and will be completed within two business days of the Bid Closing Date.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.2 Posting/Bid Procedures (Continued)

5.23 Selection of Best Bid (Continued)

(c) Company shall notify Shipper in writing within one (1) day after the Bid Close Date of the Best Bid(s) or if no acceptable Bids were received.

(d) In order for a Shipper to retain its capacity, Shipper shall notify Company in writing within ten (10) business days of notification in Subsection 5.23(c) that Shipper elects to match the contract term(s) and rate(s) contained in the Best Bid(s) for all or a percentage of the Maximum Receipt Quantity. If the Best Bid(s) contains a Negotiated Rate, Shipper may retain all or a portion of its Maximum Receipt Quantity in accordance with this Paragraph (d) by choosing one of the options for rate pursuant to Subsection 38.23 of the General Terms and Conditions.

(e) In the event there is capacity remaining after Shipper's election in Subsection 5.23(d), each Person submitting a Best Bid will be notified of its awarded capacity within one business day following receipt of Shipper's notice to Company except as noted in Subsection 5.22(c).

(f) In the event there is capacity remaining after Shipper's election in Subsection 5.23(d) and there is more than one Best Bid, the firm capacity shall be allocated in the sequence in which the Best Bid(s) are drawn one at a time at random from a bowl in which each of the Best Bid(s) have been placed individually. Best Bid(s) will continue to be drawn until all the firm capacity has been allocated. The drawing will be conducted by a separate impartial entity not affiliated with Company and will be completed within two business days of the Bid Closing Date.

(g) The Best Bid(s), including the identity of the bidder(s), will be posted on Company's Internet web site within one (1) business day of award.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.3 Avoidance of Right of First Refusal

Shipper can extend the term of its Service Agreement at anytime and not be subject to the right of first refusal process outlined above if prior to the receipt of notice from Company to Shipper of the termination of Shipper's Service Agreement: 1) Shipper agrees to amend the term of its Service Agreement to a term of five or more years at the Maximum Rate from the effective date of the amendment, or 2) Shipper and Company mutually agree to amend the terms of the existing Service Agreement which shall include an extension of the term beyond the termination date of the existing Service Agreement; and 3) the Shipper remains eligible in accordance with Rate Schedule T-1 and an amended Service Agreement is executed prior to receipt of such notice. Company will mutually agree to a contract extension term under this subsection on a not unduly discriminatory basis. However, a Service Agreement containing a right of first refusal applicable to off-system service contracted pursuant to Section 39 of the General Terms and Conditions of this Tariff, may not be extended beyond the term of Company's agreement with a third-party for such off-system service.

5.4 Termination

If a Service Agreement is not continued in accordance with Subsections 5.1 and 5.3 above, such Service Agreement shall terminate under the terms of the Service Agreement.

6. HEAT CONTENT

Refer to Section 5 of the General Terms and Conditions.

7. MEASUREMENT BASE

Refer to Section 4 of the General Terms and Conditions.

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are applicable to this Rate Schedule.

RATE SCHEDULE T-1
FIRM SERVICE

9. (RESERVED)

10. COMPANY USE GAS

Shipper shall provide estimated Company Use Gas as set forth in Subsection 13.2 of the General Terms and Conditions.

RATE SCHEDULE FCS-DP
FIRM COMPRESSION SERVICE - DES PLAINES

1. AVAILABILITY

This Rate Schedule is available for the compression of natural gas on a firm basis at the Des Plaines Compressor Station for any Shipper:

(a) To the extent that Company determines that firm capacity is or will become available for firm compression service at the Des Plaines Compressor Station; and

(b) Who requests firm compression service under this Rate Schedule pursuant to Section 30 of the General Terms and Conditions; and

(c) Who has satisfied the credit worthiness provisions specified in Section 41 of the General Terms and Conditions; and

(d) Who has executed a Firm Compression Service Agreement under Rate Schedule FCS-DP.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to the firm compression of natural gas. The receipt point for service is the inlet of the Des Plaines Compressor Station (DP Receipt Point) located in Will County, Illinois and the delivery point is the outlet of such station where deliveries are made into mainline facilities of Company (DP Transfer Point). The DP Receipt Point under this Rate Schedule is not available as a Point of Receipt or a Point of Delivery under any of Company's other transportation rate schedules. No other receipt and delivery points are available for service under this Rate Schedule.

2.2 The service provided hereunder involves compression only. No other service is provided under this Rate Schedule.

RATE SCHEDULE FCS-DP
FIRM COMPRESSION SERVICE - DES PLAINES

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 Subject to the applicable provisions of this Tariff, Company shall provide compression service up to the Maximum Receipt Quantity set forth in Exhibit A of Shipper's Rate Schedule FCS-DP Service Agreement. Quantities of gas Shipper desires to compress in excess of Shipper's Maximum Receipt Quantity herein shall be nominated, scheduled, and delivered on an interruptible basis pursuant to Rate Schedule ICS-DP.

2.4 Shipper may release, in whole or in part, its capacity in accordance with Section 27 of the General Terms and Conditions of this Tariff. A release pursuant to Subsection 27.12 of the General Terms and Conditions shall not relieve, impliedly or otherwise, the Releasing Shipper from its obligation under its Firm Compression Service Agreement or this Rate Schedule. For releases and re-releases for service in accordance with this Rate Schedule and Subsection 27.12, Company shall credit in accordance with Section 6 of the General Terms and Conditions the reservation charge revenue received from a Shipper under this Rate Schedule directly to the Releasing Shipper whose capacity has been released on a firm basis and matched with such Shipper.

2.5 Company shall not be required to install, modify, or acquire any additional facilities in order to provide service under this Rate Schedule.

2.6 Service under this Rate Schedule is subject to Section 5 under Rate Schedule T-l of Company's FERC Gas Tariff.

3. RATES

3.1 The applicable rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of this Tariff and are hereby incorporated herein.

RATE SCHEDULE FCS-DP
FIRM COMPRESSION SERVICE - DES PLAINES

3. RATES (Continued)

3.1 (Continued)

For all natural gas service rendered hereunder, Shipper shall pay Company each month the sum of the charges listed below:

Reservation Charge - The reservation rate for Rate Schedule FCS-DP multiplied by Shipper's Maximum Receipt Quantity multiplied by the applicable number of days within such Production Month that such firm service is in effect, all as set forth in Exhibit A of the Rate Schedule FCS-DP Service Agreement.

Commodity Charge - The applicable commodity rate for Rate Schedule FCS-DP multiplied by the quantity of gas received by Company under Rate Schedule FCS-DP for Shipper in such Production Month.

3.2 Company shall charge the Maximum Commodity Rate and Maximum Reservation Charge set forth on the Statement of Rates unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges Shipper for compression service under this Rate Schedule a rate which is lower than such Maximum Commodity Rate and Maximum Reservation Charge; provided, however, that the total amount charged may not be less than the Maximum Commodity Rate set forth on the currently effective Statement of Rates of Company's FERC Gas Tariff.

3.3 Notwithstanding the foregoing provisions of this Section 3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 38 of the General Terms and Conditions.

3.4 Effective on the Billing Commencement Date, Shipper shall be obligated to pay to Company its respective monthly billing invoices, in accordance with Subsection 3.1 of this Rate Schedule and in accordance with Section 6 of the General Terms and Conditions of this Tariff.

RATE SCHEDULE FCS-DP
FIRM COMPRESSION SERVICE - DES PLAINES

3. RATES (Continued)

3.5 Remedies for Failure to Pay Bills

Subject to the notice terms of Subsection 6.3(b) of the General Terms and Conditions, Company may, after it files and receives any necessary regulatory authorization, terminate Shipper's Service Agreement under this Rate Schedule.

4. COMPRESSOR FUEL GAS

Shipper shall furnish the Compressor Fuel Gas Percentage, as specified in the Statement of Rates for this Rate Schedule, which shall be applied to Shipper's total scheduled quantity at the receipt point under this Rate Schedule on any given Gas Day.

The term "Compressor Fuel Gas" for any period shall mean the total quantity of gas, including but not limited to gas used as fuel or for testing and gas lost or otherwise unaccounted for, used by Company in its gas operations of the Des Plaines Compressor Station during such period, as determined by Company.

The term "Compressor Fuel Gas Percentage" is the fuel percentage applied to the scheduled receipt nominations received at DP Receipt Point for the Compressor Fuel Gas.

5. TERMINATION

If a Service Agreement under this Rate Schedule is not continued in accordance with Section 6 of Rate Schedule T-1, such Service Agreement shall terminate under the terms of the Rate Schedule FCS-DP Service Agreement.

6. INCORPORATION BY REFERENCE

Section 5 of Rate Schedule T-1 is incorporated by reference. For the purposes of this Rate Schedule only, the references in Section 5 to "Rate Schedule T-1" or "Service Agreement" and "U.S. Shipper Service Agreement" shall be interpreted as "Rate Schedule FCS-DP" and "Rate Schedule FCS-DP Service Agreement".

RATE SCHEDULE FCS-DP
FIRM COMPRESSION SERVICE - DES PLAINES

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff are applicable to this Rate Schedule and are incorporated herein by reference and made a part hereof, unless otherwise expressly excluded in this Rate Schedule.

Since this Rate Schedule provides firm compression service from a single receipt point to a single delivery point, Section(s) 13 and 17 of the General Terms and Conditions are not applicable. Additionally, Section(s) 16 and 45 are not applicable to this Rate Schedule.

RATE SCHEDULE ICS-DP
INTERRUPTIBLE COMPRESSION SERVICE - DES PLAINES

1. AVAILABILITY

This Rate Schedule is available for the compression of natural gas on an interruptible basis at the Des Plaines Compressor Station for any Shipper:

(a) Who requests interruptible compression service under this Rate Schedule pursuant to Section 30 of the General Terms and Conditions; and

(b) Who has satisfied the credit worthiness provisions specified in Section 41 of the General Terms and Conditions; and

(c) Who has executed an Interruptible Compression Agreement under Rate Schedule ICS-DP.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to the interruptible compression of natural gas. The receipt point for service is the inlet of the Des Plaines Compressor Station (DP Receipt Point) located in Will County, Illinois and the delivery point is the outlet of such station where deliveries are made into mainline facilities of Company (DP Transfer Point). The DP Receipt Point under this Rate Schedule is not available as a Point of Receipt or a Point of Delivery under any of Company's other transportation rate schedules. No other receipt and delivery points are available for service under this Rate Schedule.

2.2 The service provided hereunder involves compression only. No other service is provided under this Rate Schedule.

2.3 Subject to the applicable provisions of this Tariff, Company shall provide compression service up to the Maximum Receipt Quantity set forth in Exhibit A of Shipper's Rate Schedule ICS-DP Agreement subject to availability of capacity sufficient to provide the service.

RATE SCHEDULE ICS-DP
INTERRUPTIBLE COMPRESSION SERVICE - DES PLAINES

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.4 Company shall not be required to install, modify, or acquire any additional facilities in order to provide service under this Rate Schedule.

3. RATES

3.1 The applicable rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Company each month the following charge listed below:

Commodity Charge - The applicable commodity rate for Rate Schedule ICS-DP multiplied by the quantity of gas received by Company under Rate Schedule ICS-DP for Shipper in such Production Month.

3.2 Company shall charge the Maximum Commodity Rate set forth on the Statement of Rates unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges Shipper for compression service under this Rate Schedule a rate which is lower than such Maximum Commodity Rate; provided, however, that the total amount charged may not be less than the Minimum Commodity Rate set forth on the currently effective Statement of Rates of Company's FERC Gas Tariff.

3.3 Notwithstanding the foregoing provisions of this Section 3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 38 of the General Terms and Conditions.

RATE SCHEDULE ICS-DP
INTERRUPTIBLE COMPRESSION SERVICE - DES PLAINES

4. COMPRESSOR FUEL GAS

Shipper shall furnish the Compressor Fuel Gas Percentage, as specified in the Statement of Rates for this Rate Schedule, which shall be applied to Shipper's total scheduled quantity at the receipt point under this Rate Schedule on any given Gas Day.

The term "Compressor Fuel Gas" for any period shall mean the total quantity of gas, including but not limited to gas used as fuel or for testing and gas lost or otherwise unaccounted for, used by Company in its gas operations of the Des Plaines Compressor Station during such period, as determined by Company.

The term "Compressor Fuel Gas Percentage" is the fuel percentage applied to the scheduled receipt nominations received at DP Receipt Point for the Compressor Fuel Gas.

5. TERMINATION

A Rate Schedule ICS-DP Agreement shall terminate under the terms of such service agreement.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff are applicable to this Rate Schedule and are incorporated herein by reference and made a part hereof, unless otherwise expressly excluded in this Rate Schedule.

Since this Rate Schedule provides interruptible compression service from a single receipt point to a single delivery point, Section(s) 13, 17, and 27 of the General Terms and Conditions are not applicable. Additionally, Section(s) 16 and 45 are not applicable to this Rate Schedule.

Effective Date: 02/01/2009 Status: Effective
FERC Docket: RP09-132-000

Third Revised Sheet No. 116 Third Revised Sheet No. 116
Superseding: Second Revised Sheet No. 116

The following Tariff sheets have been superseded
and are reserved for future use:

Second Revised Sheet No. 116
Sixth Revised Sheet No. 117
Fourth Revised Sheet No. 118
Seventh Revised Sheet No. 119
Fifth Revised Sheet No. 120
Original Sheet No. 120A
Substitute Sixth Revised Sheet No. 121
Substitute Third Revised Sheet No. 122
Fourth Revised Sheet No. 123
Fourth Revised Sheet No. 124
Third Revised Sheet No. 125
Third Revised Sheet No. 126
Fourth Revised Sheet No. 127

Effective Date: 12/01/1999 Status: Effective
FERC Docket: RP99-322-004

Sixth Revised Sheet Number 117 Sixth Revised Sheet Number 117 : Effective
Superseding: Fifth Revised Sheet Number 117

Sheet No. 117 is being
reserved for future use.

Effective Date: 12/01/1999 Status: Effective
FERC Docket: RP99-322-004

Fourth Revised Sheet Number 118 Fourth Revised Sheet Number 118 : Effective
Superseding: Second Revised Sheet Number 118

Sheet No. 118 is being
reserved for future use.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL

5.1 Service Continuation

A Shipper that has entered into a Service Agreement that provides for at least 12 months of service at the Maximum Rate shall have the right to continue service with respect to all or a portion of Shipper's firm capacity rights beyond the primary term specified in the Shipper's Service Agreement provided Shipper satisfies the credit worthiness requirements set forth in Section 41 of the General Terms and Conditions. Unless Company and Shipper expressly agree otherwise in Shipper's Service Agreement, a right of first refusal does not apply to negotiated rate arrangements or to firm Service Agreements at less than the applicable maximum rate. The right of first refusal will not be applicable to interim Service Agreements for capacity that has been reserved for future expansion/extension projects as set forth in Subsection 26.5 of the General Terms and Conditions. A Shipper may not execute its right of first refusal for a geographic portion of its historical service. Company shall give Shipper notice not less than six months and no more than eighteen months prior to termination of Shipper's Service Agreement that Shipper must exercise its right of first refusal. However, in the event a construction project is proposed that would utilize capacity on Company's existing facilities, the sizing of which project could be effected by Shipper's plans regarding the continuation of service, Company will have the right to give Shipper such notice no more than 36 months prior to termination of Shipper's Service Agreement. Company shall not require a response from Shipper in less than 10 business days from the date the notice is issued. Service under the Service Agreement shall continue if:

5.11 The Service Agreement is extended for a term of five years at the Maximum Rate under this Rate Schedule, or

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.1 Service Continuation (Continued)

5.12 Shipper agrees to match, the term of the Best Bid, the Best Bid, as described in Subsection 5.23, for the firm service being provided to Shipper, which Company has offered in accordance with Subsection 5.2, provided that Shipper executes an amendment to its Service Agreement reflecting the terms matched.

A Shipper with an expiring Service Agreement that had a primary term greater than one year at the Maximum Rate is not required to match a rate higher than the currently effective Maximum Rate in order to retain its contracted capacity.

If Shipper does not elect to continue service for all or part of Shipper's contracted capacity in accordance with Subsection 5.11 and Shipper elects to reserve its right to continue service in accordance with this Subsection, Shipper must so notify Company of its election, within ten business days of receiving notice from Company of Company's intent to terminate in total or in part the Service Agreement. Upon receipt of the notice of Shipper's election under this Subsection, Company will post the capacity in accordance with Subsection 5.21. In the event that Shipper does not notify Company of an election pursuant to either Subsection 5.11 or this Subsection, Company shall post, without a right of first refusal, all of Shipper's capacity for Bids in accordance with Subsection 26.2(a), or;

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.1 Service Continuation (Continued)

5.13 If Company does not receive any acceptable Bid(s) for all or part of the capacity in response to a posting pursuant to Subsection 5.21, Company shall notify Shipper in writing of the results and inform the Shipper that it may continue to receive service in accordance with its Service Agreement for any period chosen by the Shipper. Company and Shipper shall have 20 business days to mutually agree to acceptable terms to continue all or part of Shipper's Service Agreement. The Company is under no obligation to provide service at less than the Maximum Rate under this Rate Schedule. If Company and Shipper do not mutually agree to terms by the close of the 20 business day period, Company shall post, within 5 business days, the capacity as available capacity without a right of first refusal, in accordance with Subsection 26.2(a).

5.14 Upon completion of the applicable processes as described above in this Subsection and in Subsection 5.2 and if such processes do not result in a mutually agreed upon amendment to Shipper's currently effective Service Agreement, Shipper's right of first refusal under the Service Agreement shall expire.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.2 Posting/Bid Procedures

5.21 Posting of Available Capacity

Company shall post for twenty days a notice of available firm capacity. The posting shall specify the Maximum Receipt Quantity, the Point(s) of Receipt and Delivery, Bid evaluation method, and deadline for resolution of Bid contingency as set forth in Subsection 5.22(c). The posting shall state that the capacity is subject to the right of first refusal and if Company will consider Negotiated Rate bids pursuant to Subsection 38.31 of the General Terms and Conditions.

5.22 Bid Procedures

(a) Within one business day of receipt of a Bid in writing by Company for the posted firm capacity, Company will post the Bid. The identity of the bidder shall be kept confidential. Company shall not be obligated to accept Bids at less than the Maximum Rate.

(b) Any Person desiring to submit a Bid for firm capacity in accordance with this Section must satisfy the requirements of Rate Schedule T-1 and execute a U.S. Shipper Service Agreement. A Person's Bid for firm capacity which exceeds its qualified level of credit worthiness shall not be accepted.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.2 Posting/Bid Procedures

5.21 Posting of Available Capacity

Company shall post for twenty days a notice of available firm capacity. The posting shall specify the Maximum Receipt Quantity, the Point(s) of Receipt and Delivery, Bid evaluation method, and deadline for resolution of Bid contingency as set forth in Subsection 5.22(c). The posting shall state that the capacity is subject to the right of first refusal and if Company will consider Negotiated Rate bids pursuant to Subsection 38.31 of the General Terms and Conditions.

5.22 Bid Procedures

(a) Within one business day of receipt of a Bid in writing by Company for the posted firm capacity, Company will post the Bid. The identity of the bidder shall be kept confidential. Company shall not be obligated to accept Bids at less than the Maximum Rate.

(b) Any Person desiring to submit a Bid for firm capacity in accordance with this Section must satisfy the requirements of Rate Schedule T-1 and execute a U.S. Shipper Service Agreement. A Person's Bid for firm capacity which exceeds its qualified level of credit worthiness shall not be accepted.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.2 Posting/Bid Procedures (Continued)

5.22 Bid Procedures (Continued)

(c) The Company will allow Bids for capacity which are contingent upon the bidder obtaining capacity on another pipeline(s). The Bid must specify the contingency, including the timing of when the results of the other pipeline(s) evaluation and allocation process will be completed. In those instances where such a contingent Bid(s) is determined to be the Best Bid, the allocation of capacity may be delayed, without undue discrimination, pending satisfaction of the contingency. If such contingency has not been resolved by no later than 30 days before the expiration of the applicable service agreement, then such contingent bid is deemed void.

(d) If a Bid is received which contains conditions, other than those allowed in Subsection 5.22(c), that are not satisfied at Bid Closing Date, such Bid shall not be accepted.

(e) A bidder may withdraw its Bid prior to the Bid Closing Date upon written notice to Company.

(f) The winning Bid(s), including the identity of the bidder(s), will be posted on Company's Internet web site within two business days.

5.23 Selection of Best Bid

(a) For purposes of determining the Best Bid(s), Company will use Method A as detailed in Subsection 27.23(a) and, if applicable for Negotiated Rate bids, Subsection 38.3 of the General Terms and Conditions. (Where competing Bids at less than the Maximum Rate are received, Shipper need not match the Bid unless it is accepted by Company.)

(b) Company will evaluate Bids received within one business day of the Bid Closing Date except as noted in Subsection 5.22(c).

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.2 Posting/Bid Procedures (Continued)

5.23 Selection of Best Bid (Continued)

(c) Company shall notify Shipper in writing within five days after the Bid Close Date of the Best Bid(s) or if no acceptable Bids were received.

(d) In order for a Shipper to retain its capacity, Shipper shall notify Company in writing within twenty (20) business days that Shipper elects to match the contract term(s) and rate(s) contained in the Best Bid for all or a portion of the capacity. If the Best Bid contains a Negotiated Rate, Shipper may retain certain capacity by choosing one of the options for rate pursuant to Subsection 38.23 of the General Terms and Conditions.

(e) In the event there is capacity remaining after Shipper's election in Subsection 5.23(d), the Person(s) submitting the Best Bid(s) will be notified within one business day following receipt of Shipper's notice to Company except as noted in Subsection 5.22(c).

(f) In the event there is capacity remaining after Shipper's election in Subsection 5.23(d) and there is more than one Best Bid, the firm capacity shall be allocated in the sequence which they are drawn from a bowl in which all the names of the potential shippers submitting a Best Bid are placed. Names will continue to be drawn until all the firm capacity has been allocated. The drawing will be conducted by a separate impartial entity not affiliated with Company and will be completed within two business days of the Bid Closing Date.

RATE SCHEDULE T-1
FIRM SERVICE

5. RIGHT OF FIRST REFUSAL (Continued)

5.3 Avoidance of Right of First Refusal

Shipper can extend the term of its Service Agreement at anytime and not be subject to the right of first refusal process outlined above if prior to the receipt of notice from Company of the termination of Shipper's Service Agreement: 1) Shipper agrees to amend the term of its Service Agreement to a term of five or more years at the Maximum Rate from the effective date of the amendment, or 2) Shipper agrees to extend the term beyond the termination date of its Service Agreement by amendment at the Maximum Rate, for a term that is mutually agreed upon with Company upon the execution of a Service Agreement or an amended Service Agreement; and 3) the Shipper remains eligible in accordance with Rate Schedule T-1. Company will mutually agree to a contract extension term under this subsection on a not unduly discriminatory basis.

5.4 Termination

If a Service Agreement is not continued in accordance with Section 5.1 above, such Service Agreement shall terminate under the terms of the Service Agreement.

6. HEAT CONTENT

Refer to Section 5 of the General Terms and Conditions.

7. MEASUREMENT BASE

Refer to Section 4 of the General Terms and Conditions.

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are applicable to this Rate Schedule.

RATE SCHEDULE T-1
FIRM SERVICE

9. (RESERVED)

Effective Date: 05/01/2001 Status: Effective
FERC Docket: RP01-361-000

Third Revised Sheet Number 126 Third Revised Sheet Number 126 : Effective
Superseding: Second Revised Sheet Number 126

Sheet No. 126 is being
reserved for future use.

RATE SCHEDULE T-1
FIRM SERVICE

10. COMPANY USE GAS

Shipper shall provide estimated Company Use Gas as set forth in Subsection 13.2 of the General Terms and Conditions.

Effective Date: 10/01/1993 Status: Effective
FERC Docket: RS92- 67-003

Sheet Numbers 128 - 132 Sheet Numbers 128 - 132 : Effective

Sheet Nos. 128 through 132
have not been issued and are
being reserved for future use.

Effective Date: 09/16/2009 Status: Effective
FERC Docket: RP09-540-000

Sixth Revised Sheet No. 133 Sixth Revised Sheet No. 133
Superseding: Sheet Nos. 133 Through 138

NOTICE OF CANCELLATION
OF
SHEET NOS. 133 THROUGH 138

The following tariff sheets have been superseded:

Fifth Revised Sheet No. 133
Sixth Revised Sheet No. 134
Fourth Revised Sheet No. 135
Second Revised Sheet No. 136
Second Revised Sheet No. 137
Fourth Revised Sheet No. 138

RATE SCHEDULE T-1R
FIRM TRANSPORTATION SERVICE

3. RATE AND PAYMENT

3.1 Rate

The applicable Maximum Reservation Rate at which a firm Shipper releasing capacity pursuant to Rate Schedule T-1R can offer its capacity to a potential shipper, pursuant to this Rate Schedule or a Person seeking released capacity can bid pursuant to the procedures, is set forth in Subsection 27.2 of the General Terms and Conditions.

Other Rates and Charges:

Out-of-Transportation Path Charge - The applicable charge for a Shipper utilizing Point(s) of Receipt and Point(s) of Delivery outside of Shipper's Transportation Path shall be the corresponding Seasonal Maximum Commodity Rate for incremental transportation pursuant to Rate Schedule IT-1 for the calendar month in which such service is rendered, unless Company and Shipper mutually agree to another rate, for the portion of a scheduled nomination that is outside of a Shipper's Transportation Path.

Annual Charge Adjustment - The Annual Charge Adjustment is defined and computed in accordance with Subsection 16.1 of the General Terms and Conditions.

Compressor Usage Surcharge - The Compressor Usage Surcharge is defined and computed in accordance with Section 45 of the General Terms and Conditions of Company's FERC Gas Tariff.

Third Party Charges - In addition to any applicable rates and charges assessed pursuant to this Rate Schedule, a T-1R Shipper shall be assessed any third party charges set forth in a Bid awarded pursuant to Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff for off-system services applicable to Section 39 of the General Terms and Conditions of Company's FERC Gas Tariff. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

RATE SCHEDULE T-1R
FIRM TRANSPORTATION SERVICE

3. RATE AND PAYMENT (Continued)

3.3 Billing and Payment

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

4. (RESERVED)

5. MINIMUM BILL

None.

6. OFFERS/BIDS FOR TRANSPORTATION SERVICE

The procedures set forth in Subsection 27.2 of the General Terms and Conditions shall be followed when releasing capacity to Shipper(s) under this Rate Schedule or to obtain capacity under this Rate Schedule.

7. NEW FACILITIES CHARGE

When new and/or expanded facilities, as provided for under Part 157, Subpart F of the FERC's Regulations, are required to accommodate receipt and/or delivery of gas in order to render

RATE SCHEDULE T-1R
FIRM TRANSPORTATION SERVICE

3. RATE AND PAYMENT (Continued)

3.2 Revenue Crediting

For releases and re-releases for service in accordance with this Rate Schedule and Subsection 27.2, Company shall credit in accordance with Section 6 of the General Terms and Conditions the reservation charge revenue received from a Shipper under this Rate Schedule directly to the Releasing Shipper whose capacity has been released on a firm basis and matched with such Shipper. Out-of-Transportation Path Charge revenue shall not be credited back to the Releasing Shipper.

3.3 Billing and Payment

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

4. (RESERVED)

5. MINIMUM BILL

None.

6. OFFERS/BIDS FOR TRANSPORTATION SERVICE

The procedures set forth in Subsection 27.2 of the General Terms and Conditions shall be followed when releasing capacity to Shipper(s) under this Rate Schedule or to obtain capacity under this Rate Schedule.

7. NEW FACILITIES CHARGE

When new and/or expanded facilities, as provided for under Part 157, Subpart F of the FERC's Regulations, are required to accommodate receipt and/or delivery of gas in order to render

RATE SCHEDULE T-1R
FIRM TRANSPORTATION SERVICE

7. NEW FACILITIES CHARGE (Continued)

service pursuant to this Rate Schedule, Company shall have the right to review the design and construction of such facilities, assure that the quality of gas delivered to the pipeline meets the standards as set forth in Section 5 of the General Terms and Conditions and determine that the service provided hereunder would not detrimentally affect the operation of Company's pipeline system. Shipper shall pay all costs, including any filing fees, associated with such facilities.

8. (RESERVED)

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Second Revised Sheet Number 137 Second Revised Sheet Number 137 : Effective
Superseding: First Revised Sheet Number 137

Sheet No. 137 is being
reserved for future use.

RATE SCHEDULE T-1R
FIRM TRANSPORTATION SERVICE

9. COMPANY USE GAS

Shipper shall provide estimated Company Use Gas in the manner set forth in Subsection 13.2 of the General Terms and Conditions.

10. IMBALANCES

The Shipper shall be responsible for any imbalance between receipts of gas and deliveries of gas incurred under Shipper's Service Agreement as set forth in Subsection 23.32 of the General Terms and Conditions.

11. HEAT CONTENT

Refer to Section 5 of the General Terms and Conditions.

12. MEASUREMENT BASE

Refer to Section 4 of the General Terms and Conditions.

13. GENERAL TERMS AND CONDITIONS

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

Effective Date: 10/01/1993 Status: Effective
FERC Docket: RS92- 67-003

Sheet Numbers 139 - 149 Sheet Numbers 139 - 149 : Effective

Sheet Nos. 139 through 149
have not been issued and are
being reserved for future use.

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FERC Docket: RS92- 67-003

Sheet Numbers 152 - 154 Sheet Numbers 152 - 154 : Effective

Sheet Nos. 152 through 154
have not been issued and are
being reserved for future use.

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any Person (hereinafter called Shipper) who requests transportation service pursuant to Part 157 or Subparts B or G of Part 284 of the FERC's Regulations and who has executed an IT-1 Transportation Agreement with Company for transportation service under this Rate Schedule.

1.2 Company shall not be required to execute an IT-1 Transportation Agreement under this Rate Schedule prior to determining the credit worthiness of Shipper and shall not be required to perform service under this Rate Schedule on behalf of any Shipper who fails to demonstrate credit worthiness or to furnish sufficient security as provided in Section 41 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to the interruptible Forwardhaul and Backhaul transportation of natural gas up to the Total Interruptible Receipt Quantity set forth in Exhibit A to a Shipper's executed IT-1 Transportation Agreement subject to the availability of capacity sufficient to provide service.

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

3. RATES AND PAYMENT

3.1 Rates

The applicable rates for service under this rate schedule are set forth on the currently effective Statement of Rates of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Company each month the sum of the charges listed below:

Commodity Charge - The daily commodity rate under Rate Schedule IT-1 multiplied by the quantity of gas in 100 Dekatherm-miles received by Company under Rate Schedule IT-1 for Shipper in such Production Month.

Other Rates and Charges:

Annual Charge Adjustment - The Annual Charge Adjustment is defined and computed in accordance with Subsection 16.1 of the General Terms and Conditions.

Compressor Usage Surcharge - The Compressor Usage Surcharge is defined and computed in accordance with Section 45 of the General Terms and Conditions of Company's FERC Gas Tariff.

Third Party Charges - In addition to any applicable rates and charges assessed pursuant to this Rate Schedule, Company may charge Shipper, on whose behalf Company has acquired off-system service applicable to Section 39 of the General Terms and Conditions of Company's FERC Gas Tariff, the rates and charges Company is obligated to pay third party(s) for such off-system service. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

3. RATES AND PAYMENT (Continued)

3.3 Negotiated Rates

Notwithstanding the foregoing provisions of this Section 3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 38 of the General Terms and Conditions. The ACA surcharge and the Compressor Usage Surcharge pursuant to Subsection 3.1 will be applied to Shippers paying Negotiated Rates in the same manner as they are applied to Shippers paying Recourse Rates.

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

3. RATES AND PAYMENT (Continued)

3.2 Discounted Rates

Company shall charge the applicable Maximum Commodity Rate set forth on the Statement of Rates unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges any individual Shipper for transportation service under this Rate Schedule a rate which is lower than such Maximum Commodity Rate; provided, however, that such commodity rate charged may not be less than the Minimum Commodity Rate set forth on the currently effective Statement of Rates of Company's FERC Gas Tariff plus the effective Annual Charge Adjustment and the Compressor Usage Surcharge.

3.3 Negotiated Rates

Notwithstanding the foregoing provisions of this Section 3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 38 of the General Terms and Conditions. The ACA surcharge and the Compressor Usage Surcharge pursuant to Subsection 3.1 will be applied to Shippers paying Negotiated Rates in the same manner as they are applied to Shippers paying Recourse Rates.

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

3. RATES AND PAYMENT (Continued)

3.4 Billing and Payment

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

4. (RESERVED)

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

5. PRIORITY OF TRANSPORTATION SERVICE

Transportation service provided under this Rate Schedule by Company shall be in accordance with the nominations/confirmations/ scheduling/interruption of service provisions of Section 10 of the General Terms and Conditions.

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

6. (RESERVED)

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

7. NEW FACILITIES CHARGE

When new and/or expanded facilities, as provided for under Part 157, Subpart F of the FERC's Regulations, are required to accommodate receipt and/or delivery of gas in order to render service pursuant to this Rate Schedule, Company shall have the right to review the design and construction of such facilities, assure that the quality of gas delivered to the pipeline meets the standards as set forth in Section 5 of the General Terms and Conditions and determine that the service provided hereunder would not detrimentally affect the operation of Company's pipeline system. Shipper shall pay all costs, including any filing fees, associated with such facilities.

8. (RESERVED)

9. COMPANY USE GAS

Shipper shall provide estimated Company Use Gas in the manner set forth in Subsection 13.2 of the General Terms and Conditions.

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

10. MINIMUM BILL

None.

11. GENERAL TERMS AND CONDITIONS

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

Sheet No. 163 is being
reserved for future use.

Sheet No. 164 is being
reserved for future use.

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Sheet Numbers 165 - 176 Sheet Numbers 165 - 176 : Suspended

Sheet Nos. 165 through 176
have not been issued and are
being reserved for future use.

RATE SCHEDULE T-1B
FIRM BACKHAUL SERVICE

1. AVAILABILITY

1.1 Availability of Service

This Rate Schedule is available to any Person (hereinafter called Shipper) desiring the transportation of natural gas on a firm Backhaul basis after the satisfaction of the credit worthiness provisions under Section 41 of the General Terms and Conditions and the execution of a T-1B Service Agreement with Company under this Rate Schedule.

1.2 Limitation on Availability of Service

1.21 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.

1.22 Prerequisite to Forwardhaul Service

Forwardhaul transportation service in which the nominated Point of Receipt milepost on Company's system is less than the corresponding nominated Point of Delivery milepost, shall be permitted under Rate Schedule T-1B on a secondary basis to the extent Company has capacity available.

1.23 Prerequisite to Backhaul Service

Backhaul transportation service under Rate Schedule T-1B shall only be available to the extent that firm service Forwardhaul volumes are received into Company's system on the same Gas Day upstream of or at the nominated Point of Delivery and are required to be delivered out of Company's system downstream of or at the designated Point of Receipt such that the firm Backhaul service can be provided. Backhaul transportation service under Rate Schedule T-1B shall only be available to the extent that the volumes transported do not exceed the physical capacity at such Points of Receipt and Delivery.

The use of a physical Point of Receipt as a nominated Point of Delivery and a physical Point of Delivery

RATE SCHEDULE T-1B
FIRM BACKHAUL SERVICE

1. AVAILABILITY (Continued)

1.2 Limitation on Availability of Service (Continued)

1.23 Prerequisite to Backhaul Service (Continued)

as a nominated Point of Receipt is permitted under this Rate Schedule. However, Company provides no guarantee that it will be able to confirm and schedule nominations under a T-1B Agreement that request the receipt and/or delivery of gas by displacement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This Rate Schedule shall apply to firm Backhaul transportation service after the Billing Commencement Date, whether or not gas is actually transported, under a Shipper's T-1B Transportation Agreement, other than service specifically provided for in another Rate Schedule.

2.2 Excess Receipts

Shipper may not nominate transportation in excess of Shipper's Maximum Receipt Quantity; however if quantities of gas are transported in excess of Shipper's Maximum Receipt Quantity as specified in Shipper's T-1B Transportation Agreement, such shall be scheduled, received, and delivered on an interruptible basis. For such excess receipts, Shipper shall pay the Maximum Commodity Rate pursuant to Rate Schedule IT-1.

RATE SCHEDULE T-1B
FIRM BACKHAUL SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 Character of Service

2.31 Point Flexibility

Any Shippers under this Rate Schedule that receive service pursuant to Part 284 of the FERC's Regulations shall have receipt and delivery point flexibility subject to the provisions of Section 17 of the General Terms and Conditions.

2.32 Primary and Secondary Points

Service at the primary and secondary Point(s) of Receipt and Point(s) of Delivery shall be provided on a firm basis subject to service provisions of Subsections 1.22 and 1.23 herein and Sections 10 and 17 of the General Terms and Conditions.

2.33 Release of Capacity

Shipper may release, in whole or in part, its capacity in accordance with Section 27 of the General Terms and Conditions. If the release is a temporary release, such release of capacity shall not relieve, impliedly or otherwise, the Releasing Shipper from its obligations under its Service Agreement or this Rate Schedule.

3. RATES

3.1 Rates

The applicable rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates of this tariff and are hereby incorporated herein.

RATE SCHEDULE T-1B
FIRM BACKHAUL SERVICE

3. RATES (Continued)

3.1 Rates (Continued)

For all natural gas service rendered hereunder, Shipper shall pay Company each month the sum of the applicable charges listed below:

Reservation Charge:

The applicable daily reservation rate under Rate Schedule T-1B multiplied by the Shipper's Daily Contract Dekatherm-miles multiplied by the applicable number of days in such Production Month.

For any Rate Schedule T-1B Service Agreement with a primary term of at least twelve (12) consecutive months, the Maximum Daily Reservation Rate on Exhibit A of such Service Agreement shall be equal to the applicable Long-Term Maximum Daily Reservation Rate set forth on the Statement of Rates.

For any Rate Schedule T-1B Service Agreement with a Billing Commencement Date subsequent to December 31, 2006 and a primary term of at least one Gas Day and up to 364 consecutive Gas Days, or up to 365 consecutive Gas Days during a Leap Year, the Maximum Daily Reservation Rate(s) per Exhibit A of such Service Agreement shall be equal to the applicable Seasonal Maximum Daily Reservation Rate(s) set forth on the Statement of Rates over the term of such Service Agreement. The Maximum Daily Reservation Rate per Exhibit A of such Service Agreement may also be, as elected by Shipper, the average of the applicable Seasonal Maximum Daily Reservation Rate(s) set forth on the Statement of Rates over the term of such Service Agreement; provided however, that in no event shall the total Reservation Charge revenue invoiced to such Shipper over the term of such Service Agreement exceed the total Reservation Charge revenue that would otherwise be invoiced had the applicable Seasonal Maximum Daily Reservation Rate(s) set forth on the Statement of Rates been utilized for the entire term of the Service Agreement to calculate the total Reservation Charge revenue.

RATE SCHEDULE T-1B
FIRM BACKHAUL SERVICE

3. RATES (Continued)

3.1 Rates (Continued)

Commodity Charge - The daily commodity rate under Rate Schedule T-1B multiplied by the quantity of gas in 100 Dekatherm-miles received by Company under Rate Schedule T-1B for Shipper in such Production Month.

Other Rates and Charges:

Annual Charge Adjustment (ACA Charge) - The FERC Annual Charge is charged as defined and computed in accordance with Subsection 16.1 of the General Terms and Conditions.

Out-of-Transportation Path Charge - The applicable charge for a Shipper utilizing Points of Receipt and/or Delivery outside of Shipper's Transportation Path under Rate Schedule T-1B shall be the corresponding Seasonal Maximum Commodity Rate for incremental transportation pursuant to Rate Schedule IT-1 for the calendar month in which such service is rendered, unless Company and Shipper mutually agree to another rate, for the portion of a scheduled nomination that is outside of a Shipper's Transportation Path.

Third Party Charges - In addition to any applicable rates and charges assessed pursuant to this Rate Schedule, Company may charge Shipper, on whose behalf Company has acquired off-system service applicable to Section 39 of the General Terms and Conditions of Company's FERC Gas Tariff, the rates and charges Company is obligated to pay third party(s) for such off-system service. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

RATE SCHEDULE T-1B
FIRM BACKHAUL SERVICE

3. RATES (Continued)

3.1 Rates (Continued)

Compressor Usage Surcharge - The Compressor Usage Surcharge is defined and computed in accordance with Section 45 of the General Terms and Conditions of Company's FERC Gas Tariff and only shall be applicable if secondary points are utilized which reverse the directional flow of Shipper's contractual firm back-haul service to a forward-haul service.

3.2 Discounted Rates

Company shall charge the applicable Maximum Reservation Rate and applicable Maximum Commodity Rate set forth on the Statement of Rates applicable to service hereunder unless Company, from time to time and at any time at its discretion on a non-discriminatory basis, charges any individual Shipper for transportation service under this Rate Schedule a rate which is lower than the Maximum Rate hereunder; provided, however, that the total amount charged may not be less than the applicable Maximum Commodity Rate(s) set forth on the currently effective Statement of Rates of Company's FERC Gas Tariff, plus the effective Annual Charge Adjustment and the Compressor Usage Surcharge.

In the event secondary points are utilized which impact the directional flow of a discounted transaction, such discount shall not be applicable to such secondary points and utilization of such secondary points shall be billed the applicable Maximum Commodity Rate under Rate Schedule IT-1 set forth on the currently effective Statement of Rates.

RATE SCHEDULE T-1B
FIRM BACKHAUL SERVICE

3. RATES (Continued)

3.3 Negotiated Rates

Notwithstanding the foregoing provisions of this Section 3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 38 of the General Terms and Conditions. The ACA surcharge and the Compressor Usage Surcharge pursuant to Subsection 3.1 will be applied to Shippers paying Negotiated Rates in the same manner as they are applied to Shippers paying Recourse Rates.

3.4 Shipper's Obligation to Pay

All Shippers whose Billing Commencement Dates have occurred shall be obligated to pay to Company in respect of each Production Month their respective monthly billing invoices determined in accordance with Section 3 herein for each Production Month and billed to Shipper in accordance with Section 6 of the General Terms and Conditions.

3.5 Revenue Credits

For releases and re-releases for service in accordance with this Rate Schedule and Subsection 27.2, Company shall credit in accordance with Section 6 of the General Terms and Conditions the reservation charge revenue received from a Shipper under this Rate Schedule directly to the Releasing Shipper whose capacity has been released on a firm basis and matched with such Shipper.

With respect to a Rate Schedule T-1B Shipper, no reductions in Shipper's billing invoice for revenue sharing credits pursuant to Subsection 6.2 of the General Terms and Conditions, shall be made.

4. TERMINATION

A T-1B Service Agreement shall terminate under the terms of the T-1B Service Agreement.

RATE SCHEDULE T-1B
FIRM BACKHAUL SERVICE

3. RATES (Continued)

3.3 Negotiated Rates

Notwithstanding the foregoing provisions of this Section 3, Company and Shipper may mutually agree to Negotiated Rates for service hereunder as provided in Section 38 of the General Terms and Conditions. The ACA surcharge and the Compressor Usage Surcharge pursuant to Subsection 3.1 will be applied to Shippers paying Negotiated Rates in the same manner as they are applied to Shippers paying Recourse Rates.

3.4 Shipper's Obligation to Pay

All Shippers whose Billing Commencement Dates have occurred shall be obligated to pay to Company in respect of each Production Month their respective monthly billing invoices determined in accordance with Section 3 herein and Section 27 of the General Terms and Conditions for each Production Month and billed to Shipper in accordance with Section 6 of the General Terms and Conditions.

4. TERMINATION

A T-1B Service Agreement shall terminate under the terms of the T-1B Service Agreement.

RATE SCHEDULE T-1B
FIRM BACKHAUL SERVICE

5. INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of Rate Schedule T-1 are incorporated herein: 5, 6, 7

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are applicable to this Rate Schedule except as provisions therein are referenced to specific Rate Schedules.

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have not been issued and 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 receives 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

1.21 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.

1.22 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 service.

1.23 Credit Worthiness

Company shall not be required to execute a PAL Agreement under this Rate Schedule prior to determining the credit worthiness of Buyer. Furthermore, Company shall not be required to perform service under this Rate Schedule on behalf of any Buyer who fails to demonstrate credit worthiness according to Section 41 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.

RATE SCHEDULE PAL
PARK AND LOAN 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).

2.21 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 Subsection 4.2 of this Rate Schedule.

2.22 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 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.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 Park and Loan (PAL) Service Options

2.31 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.

2.32 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 to term.

Requests for RPL service shall be considered if Buyer has completed and submitted a proposed Amendment to 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 Exhibit A amendment to its PAL Agreement.

2.33 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 to term.

Company shall post all OPL offers, detailing the specific terms and conditions of each OPL offer.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 Park and Loan (PAL) Service Options

2.31 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.

2.32 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 an effective PAL Agreement.

2.33 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.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

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

2.33 Company Offered Parking/Lending (OPL) (Continued)

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 and Buyer shall execute 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-1 on a dekatherm basis.

2.34 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 an amendment to the Exhibit A of an effective PAL Agreement.

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

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

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

2.33 Company Offered Parking/Lending (OPL) (Continued)

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 and Buyer shall execute Exhibit A to an effective 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-1 on a dekatherm basis.

2.34 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 on a prospective basis, a Buyer must complete and submit to Company a proposed Exhibit A to an effective PAL Agreement.

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

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

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

2.35 Buyer Authorized Automatic Term Parking/Lending (ATPL)

Buyer Authorized Automatic Parking/Lending (ATPL) is a service option that allows Buyer to pre-authorize Company to nominate, on the Buyer's behalf, parking and/or lending service at a designated Parking or Lending Point within a supported nomination cycle for a mutually agreed upon term.

A Maximum Cumulative Tolerance Level shall be established under ATPL which shall be equivalent to the maximum cumulative quantity of natural gas that Buyer is pre-authorized, subject to availability, to park or loan at a designated Parking or Lending Point during the term of the applicable ATPL service, as set forth on Exhibit A to the PAL Agreement.

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

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

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

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

2.36 For all options listed in Subsections 2.31 through 2.35 above, service under this Rate Schedule shall be subject to confirmation by Company prior to being scheduled.

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 Subsection 10.2 of the General Terms and Conditions, except as provided for service under 2.34 and 2.35 herein.

2.6 Confirmation and Scheduling of Service

Service under this Rate Schedule shall be confirmed and scheduled, after all Shippers' firm and interruptible transportation services offered by Company are confirmed and scheduled. The ATPL service shall be confirmed and scheduled before all other PAL service options hereunder. The NPL, RPL, OPL and APL services shall be confirmed and scheduled on the basis of the Buyer paying the highest rate commitment at a Parking Point or Lending Point. Ties will be confirmed and scheduled on a pro rata basis.

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

RATE SCHEDULE PAL
PARK AND LOAN 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 Statement of Rates 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 Subsection 6.2 of the General Terms and Conditions for service under this Rate Schedule shall be as follows:

(a) for service under NPL and APL, the applicable daily PAL commodity 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;

(b) for service under RPL and OPL, the applicable daily PAL commodity rate multiplied by the Maximum PAL Quantity multiplied by the number of days within such month that service is in effect, all as set forth in the Exhibit A of the executed PAL Agreement; and

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

3. RATE AND PAYMENT (Continued)

3.1 Maximum and Minimum Rates (Continued)

(c) for service under ATPL, the daily reservation charge multiplied by the Maximum PAL Quantity multiplied by the number of days within such month that a service commitment is in effect, all as set forth in the Exhibit A of the executed PAL Agreement.

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 Daily PAL Rate set forth in the Statement of Rates. However, such discounted rate shall not be less than the Minimum Daily PAL Rate.

3.3 Negotiated Rates

Notwithstanding the foregoing provisions of this Section 3, Company and Buyer may mutually agree to Negotiated Rates for service specifically identified and for a term reflected on an Exhibit A to an effective PAL Agreement as provided for in Section 38 of the General Terms and Conditions.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

4. RATE SCHEDULE PAL POINTS OF SERVICE

4.1 Listing of Available Parking and Lending Points

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

To fully support segmentation of transportation capacity, 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 may 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 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.

5. NOTIFICATIONS, ALLOCATIONS AND CURTAILMENT

5.1 For purposes of restricting PAL services, Company shall assign priority within the nomination class in the following order:

(a) Pro rata allocation of service within the ATPL nomination class based on Buyer's Maximum PAL Quantity.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

5. NOTIFICATIONS, ALLOCATIONS AND CURTAILMENT (Continued)

5.1 (Continued)

(b) Buyer with the highest PAL rate commitment within the combined NPL, RPL, OPL and APL nomination class shall receive a higher priority than those Buyers with a lower PAL rate commitment. Pro rata allocation of service within this combined nomination class for two or more Buyers at an equal rate commitment, if necessary, will be based on the validated nominated quantity.

Buyers willing to pay more than the Maximum Rate listed on the Statement of Rates of this tariff will be considered to be paying the Maximum Commodity Rate.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

5. NOTIFICATIONS, ALLOCATIONS AND CURTAILMENT (Continued)

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 facsimile or confirmed delivery e-mail.

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:

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

6. FAILURE BY BUYER TO RESPOND (Continued)

6.1 Park Service (Continued)

(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.

(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.

6.2 Loan Service

(a) In the event any of the following occurs, loaned quantities shall be sold to Buyer at 150% of the highest weekly average of the daily Midpoint Chicago LDC Citygate prices 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

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

6. FAILURE BY BUYER TO RESPOND (Continued)

6.2 Loan Service (Continued)

(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% of the actual price.

(c) Proceeds resulting from Subsection 6.2(a)(i), (ii), and (iii), net of costs, shall be credited to all Shippers except for the offending Shipper. Net penalty revenue will be credited to Shippers in the Billing Month corresponding to the Production Month in which the penalty was incurred. Such credit shall be allocated on the basis of the Dekatherm-miles transported for the Production Month in which the penalty occurred excluding the Dekatherm-miles of the offending Shipper(s). The credit shall be revenue net of actual costs.

(d) 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

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. RESERVATION CHARGE CREDITS

For ATPL service, in the event that on any day Company fails to park/lend all of Buyer's quantities scheduled for such day, due to Company's allocation and curtailment of such service, then Company shall credit to Buyer an amount equal to the applicable reservation charge as specified on Exhibit A of the PAL Agreement multiplied by the quantity of gas which was scheduled but not provided due to Company's allocation and curtailment of service.

9. GENERAL TERMS AND CONDITIONS

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

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.

RATE SCHEDULE TPB
THIRD PARTY BALANCING SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

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 and shall be located adjacent to the farthest downstream milepost of any mutually agreed upon physical interconnection(s) which includes the Variable Load Point, as specified in Exhibit A(s) of the Agreement.

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.

RATE SCHEDULE TPB
THIRD PARTY BALANCING SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Character of Service (Continued)

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.

RATE SCHEDULE TPB
THIRD PARTY BALANCING SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Character of Service (Continued)

2.26 Responsibility of Balancing Provider (Continued)

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.

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.

RATE SCHEDULE TPB
THIRD PARTY BALANCING SERVICE

3. RATES AND PAYMENTS (Continued)

3.1 Rates (Continued)

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 10 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 Subsection 10.63, 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 First 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 No. 199
has not been issued and
is being reserved for future use.

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following terms, when used in this Tariff or in an Agreement, shall have the following respective meanings:

- The term "Account Holder" shall mean a party using the services of Company or a Third Party Account Administrator under a contract or other arrangement with the Title Transfer Tracking Service Provider. [1.2.18]

- The term "Agreed Maximum Receipt Quantity" shall be equal to the Maximum Receipt Quantity included in the Service Agreement less the total receipt quantity released at a point pursuant to a Capacity Release Offer Agreement and Capacity Release Bid Agreement.

- The term "Agreement" shall mean, at any time with respect to any Shipper or Buyer, an executed Agreement, Service or Transportation Agreement for firm or interruptible service under this Tariff made by and between Company and such Shipper or Buyer.

- The term "Backhaul" shall mean any transportation service where the gas to be delivered at Shipper's Point of Delivery is upstream on the Northern Border facilities of where the gas is to be received from Shipper at the Shipper's Point of Receipt. Backhaul transportation service will be available

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

only to the extent that Forwardhaul volumes are received into Company's system on the same day upstream of or at the designated Point of Delivery and are required to be delivered out of Company's system downstream of or at the designated Point of Receipt for the backhaul such that the service can be provided.

- 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 Balanced Point shall be located adjacent to the farthest downstream milepost of the physical interconnection(s) which includes the Variable Load Point, as specified on Exhibit A of a Third Party Balancing Service Agreement.

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

- The term "Best Bid" shall mean the Bid(s) which is determined to be the best using the applicable evaluation methodology.

- The term "Bid" shall mean the terms pursuant to which 1) a potential Replacement Shipper is willing to acquire firm capacity which has been offered or 2) a Person is willing to take uncommitted pipeline capacity.

- The term "Bid Closing Date" shall mean the date by which a Bid must be received to be a valid Bid and included in the evaluation and awarding of Bids.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Billing Commencement Date" shall mean the date of the Gas Day 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 Point of Receipt and to make related deliveries of gas at Shipper's Point of Delivery, all in accordance with the provisions of Shipper's Service Agreement.

- The term "billing month" shall mean the month following the Production Month and beginning at 9:00 a.m., Central Clock Time on the first day of a calendar month and ending at 9:00 a.m., Central Clock Time on the first day of the next succeeding calendar month.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Btu" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit from fifty-eight and one-half (58.5) degrees Fahrenheit to fifty-nine and one-half (59.5) degrees Fahrenheit. (Btu is measured on a dry basis at 14.73 psia.)

- The term "Btu Adjusted Maximum Delivery Quantity" shall mean the volume of gas shown as the Maximum Delivery Quantity for a Point of Delivery in Exhibit A of the Shipper's Service Agreement multiplied by the Posted Btu Factor for such point except in the case of firm Shippers participating in the release program. For those Shippers, Btu Adjusted Maximum Delivery Quantity shall be Maximum Delivery Quantity for such point on Shipper's Exhibit A reduced by the total volume released by that Shipper at that point and multiplied by the Posted Btu Factor for such point.

- The term "Btu Adjusted Maximum Receipt Quantity" shall mean the volume of gas shown as the Maximum Receipt Quantity for a Point of Receipt in Exhibit A of the Shipper's Service Agreement multiplied by the Posted Btu Factor for such point except in the case of firm Shippers releasing capacity for service pursuant to Rate Schedule T-1 or Rate Schedule T-1B. For those Shippers, Btu Adjusted Maximum Receipt Quantity shall equal the Agreed Maximum Receipt Quantity multiplied by the Posted Btu Factor for such point.

- 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 term "Calendar Day" shall mean any day, excluding Federal Banking Holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico. Company shall provide advanced notification of such observed holidays.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Calendar Month" shall mean one of the twelve named divisions of a calendar year according to the Gregorian calendar which shall commence on the first Calendar Day of such Calendar Month and end on the last Calendar Day of such Calendar Month.

- The term "calendar year" shall mean the period from 9:00 a.m., Central Clock Time on January 1 of any year to 9:00 a.m., Central Clock Time on January 1 of the next succeeding year.

- The term "Ccf" shall mean one hundred cubic feet of natural gas measured at Standard Reference Conditions.

- The term "cf" shall mean one cubic foot of natural gas measured at Standard Reference Conditions.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "CCT" shall mean Central Clock Time.

- The term "Company" shall mean Northern Border Pipeline Company, a "Service Provider" pursuant to NAESB WGQ Standards.

- The term "Company Use Gas" for any period shall mean the total quantity of gas, including but not limited to gas used as fuel or for testing and gas lost or otherwise unaccounted for, used by Company in its gas operations during such period, as determined by Company.

- The term "Company Use Gas Imbalance" shall mean the difference between actual Company Use Gas and estimated Company Use Gas for the same period.

- The term "Company Use Gas Percentage" shall be the deemed fuel percentage of scheduled receipt nominations for transportation from Point of Receipt to Point of Delivery. This percentage will be determined on a dekatherm-mile basis and posted six business days prior to the end of the month preceding the month to which it is applicable. This percentage will be an estimate of what Company anticipates will be necessary to transport quantities from each receipt point to each delivery point and will include any Company Use Gas Imbalance from a prior period. The Company Use Gas Percentage will be reviewed monthly and will apply only to forwardhaul quantities.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "CCT" shall mean Central Clock Time.

- The term "Company" shall mean Northern Border Pipeline Company, a "Service Provider" pursuant to GISB Standards.

- The term "Company Use Gas" for any period shall mean the total quantity of gas, including but not limited to gas used as fuel or for testing and gas lost or otherwise unaccounted for, used by Company in its gas operations during such period, as determined by Company.

- The term "Company Use Gas Imbalance" shall mean the difference between actual Company Use Gas and estimated Company Use Gas for the same period.

- The term "Company Use Gas Percentage" shall be the deemed fuel percentage of scheduled receipt nominations for transportation from Point of Receipt to Point of Delivery. This percentage will be determined on a dekatherm-mile basis and posted six business days prior to the end of the month preceding the month to which it is applicable. This percentage will be an estimate of what Company anticipates will be necessary to transport quantities from each receipt point to each delivery point and will include any Company Use Gas Imbalance from a prior period. The Company Use Gas Percentage will be reviewed monthly and will apply only to forwardhaul quantities.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Confirmation Requester" shall mean a Service Provider (including a Point Operator) which is seeking to confirm a quantity of gas via the information outlined in NAESB WGQ Standard 1.4.3 with another Service Provider (the Confirming Party) with respect to a nomination at a location. [1.2.8]

- The term "Confirming Party" shall mean a Service Provider (including a Point Operator) which provides a confirmation for a quantity of gas via the information outlined in NAESB WGQ Standard 1.4.4 to another Service Provider (the Confirmation Requester) with respect to a nomination at a location. The term "Confirming Parties" shall mean the Confirmation Requester and the Confirming Party. [1.2.9] [1.2.10]

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Contract Dekatherm-miles" relative to a Shipper's Rate Schedule T-1 or Rate Schedule T-1B Service shall mean the number calculated by (a) multiplying Shipper's Maximum Receipt Quantity by the number of miles of Company's pipeline, as shown on Exhibit A to the Service Agreement, (b) converting such product from (a) to Dekatherm-miles by multiplying by the Posted Btu Factor, and (c) multiplying the product in (b) by the number of days for a respective time period (i.e. monthly, annually, or for the term of the Service Agreement).

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Customer Activities" 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]

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

easternmost Point of Delivery until the entire amount of such excess shall have been so deducted. If the sum of Shipper's Maximum Delivery Quantities exceeds its Total Maximum Receipt Quantity, the amount of such excess shall, for the purposes of the allocation required by (a) above, be deducted from such Shipper's Maximum Delivery Quantities at its Points of Delivery beginning with its Point of Delivery that is the least number of miles distant from its northernmost Point of Receipt, the balance of such excess, if any, being deducted from its Maximum Delivery Quantities at its other Points of Delivery in order of increasing distances from such Shipper's westernmost Point of Receipt until the entire amount of such excess shall have been so deducted.

In the event that Shipper's Rate Schedule T-1 service is for Backhaul transportation, the Contract Dekatherm-miles shall be determined in the same manner as provided above by using the miles from the easternmost Point(s) of Receipt to the westernmost Point(s) of Delivery.

- The term "Contract Year" shall mean the period beginning at 9:00 a.m., Central Clock Time, and ending at 9:00 a.m., Central Clock Time on the next succeeding November 1 (provided, however, in the event that such period is less than six calendar months then the first Contract Year shall not end until 9:00 a.m., Central Clock Time on the second succeeding November 1) and thereafter each period of twelve (12) consecutive calendar months beginning at 9:00 a.m., Central Clock Time, on November 1 of each year and ending at 9:00 a.m., Central Clock Time, on the annual anniversary of such day in the next succeeding calendar year.

- The term "critical system wide notices" shall mean information concerning Company's facilities that affects scheduling or adversely affects scheduled gas flow.

- 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]

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Daily Contract Dekatherm-miles" shall mean the amount of Shippers Contract Dekatherm-miles on a 100 Dekatherm-miles basis per day.

- The term "Daily Delivery Quantity" of a Shipper for any day shall mean such Shipper's Btu Adjusted Maximum Delivery Quantity for a Point of Delivery or such lesser quantity as Company shall from time to time determine, with not less than four hours' notice thereof to Shipper, on a basis which reflects seasonal variations in the capacity of Company's facilities and reductions in the capacity of such facilities resulting from maintenance operations and does not discriminate among Shippers.

- The term "Dekatherm" (Dth) shall mean a unit of heating value. 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 = 1,000,000,000 joules; and 1 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. (The International Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 Gigajoules per Dekatherm.) Daily Dekatherms shall be the quantity units used by Company for nominations, confirmations, scheduling, allocating, and imbalance activity. [1.3.14]

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Dekatherm-miles", relative to a Point of Receipt and Delivery for a Shipper, shall mean an amount determined by multiplying the quantity of gas received by Company from Shipper at such Point of Receipt for delivery to the designated Point of Delivery by the actual pipeline mileage between such Point of Receipt and the Point of Delivery. The term "Contract Dekatherm-miles" is defined elsewhere in this Section 1 and does not incorporate the "Dekatherm-miles" meaning contained herein.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Designated Replacement Shipper" shall mean the Person who has been designated by the Releasing Shipper as the Replacement Shipper for the capacity being released.

- 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]

- The term "elapsed-prorated-scheduled quantity" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intra-day nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected. [1.2.12]

- The term "Electronic Data Interchange" (EDI) shall mean the computer-to-computer exchange of business documents and information through the use of standard document formats. As a prerequisite for using EDI in place of conventional paper-based documents, user will be required to execute an EDI/EDM trading partner agreement as adopted from the NAESB WGQ EDI trading partner agreement. [6.3.3]

- The term "Entity" shall be a person or organization with sufficient legal standing to enter into a contract or arrangement with another such person or organization (as such legal standing shall be determined by those parties) for the purpose of conducting and/or coordinating natural gas transactions. [0.1.1]

- The term "Federal Energy Regulatory Commission" or "FERC" shall mean the Federal Energy Regulatory Commission of the United States of America or any other tribunal or Person which may hereafter exercise the functions now exercised by that Commission with respect to Company.

- The term "Forwardhaul" shall mean any transportation service where the gas to be delivered at Shipper's Point of Delivery is downstream on the Company's facility from location at which gas is to be received from Shipper at the Shipper's Point of Receipt.

- The term "gas" shall mean natural gas, manufactured, artificial or synthetic gas, or any mixture or combination thereof.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Designated Replacement Shipper" shall mean the Person who has been designated by the Releasing Shipper as the Replacement Shipper for the capacity being released.

- The term "elapsed-prorated-scheduled quantity" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intra-day nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected. [1.2.12/v1.3]

- The term "Electronic Data Interchange" (EDI) shall mean the computer-to-computer exchange of business documents and information through the use of standard document formats. As a prerequisite for using EDI in place of conventional paper-based documents, user will be required to execute an EDI/EDM trading partner agreement as adopted from the GISB EDI trading partner agreement. [6.3.3/v1.4]

- The term "Entity" shall be a person or organization with sufficient legal standing to enter into a contract or arrangement with another such person or organization (as such legal standing shall be determined by those parties) for the purpose of conducting and/or coordinating natural gas transactions. [0.1.1/v1.4]

- The term "Federal Energy Regulatory Commission" or "FERC" shall mean the Federal Energy Regulatory Commission of the United States of America or any other tribunal or Person which may hereafter exercise the functions now exercised by that Commission with respect to Company.

- The term "Forwardhaul" shall mean any transportation service where the gas to be delivered at Shipper's Point of Delivery is downstream on the Company's facility from location at which gas is to be received from Shipper at the Shipper's Point of Receipt.

- The term "gas" shall mean natural gas, manufactured, artificial or synthetic gas, or any mixture or combination thereof.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Gas Day" shall mean a period beginning and ending at 9:00 a.m., Central Clock Time. The reference date for any day shall be the date of the beginning of such day.

- The term "General Terms and Conditions" shall mean, at any time, these General Terms and Conditions as from time to time amended or supplemented.

- The term "gross heating value", shall mean gross heating value dry as determined by the total calorific (heating) value, in British thermal units, Btu, of the amount of any dry gas which would occupy a volume of one standard cubic foot, based on 14.73 Psia and 60 degrees F. The total, or gross, calorific value represents the Btus evolved by the complete combustion, at constant pressure, of one standard cubic foot of any dry gas with air, the temperature of the gas, air, and products of combustion being 60 degrees F, and all water formed by the combustion reaction being condensed to the liquid state.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Gas Day" shall mean a period beginning and ending at 9:00 a.m., Central Clock Time. The reference date for any day shall be the date of the beginning of such day.

- The term "General Terms and Conditions" shall mean, at any time, these General Terms and Conditions as from time to time amended or supplemented.

- The term "GISB" shall mean Gas Industry Standards Board.

- The term "GISB EBB/EDM" shall be the term used to describe the GISB standardized electronic interchange of information for Customer Activity web site presentations. GISB EBB/EDM is communicated between trading partners over the Internet using the GISB Electronic Delivery Mechanism for GISB EBB/EDI. [4.2.13/v1.4]

- The term "GISB EDI/EDM" shall be the term used to describe ANSI ASC X12 computer-to-computer Electronic Data Interchange (EDI)of information in files as mapped from the x.4.z GISB standards in the GISB Implementation Guides and communicated between trading partners over the Internet using the GISB Electronic Delivery Mechanism (EDM). [4.2.11/v1.4]

- The term "GISB FF/EDM" shall be the term used to describe a standardized flat file electronic data interchange of information in files as mapped from the x.4.z GISB standards. GISB FF/EDM is communicated between trading partners over the Internet using the GISB Electronic Delivery Mechanism (EDM). [4.2.12/v1.4]

- The term "gross heating value", shall mean gross heating value dry as determined by the total calorific (heating) value, in British thermal units, Btu, of the amount of any dry gas which would occupy a volume of one standard cubic foot, based on 14.73 Psia and 60 degrees F. The total, or gross, calorific value represents the Btus evolved by the complete combustion, at constant pressure, of one standard cubic foot of any dry gas with air, the temperature of the gas, air, and products of combustion being 60 degrees F, and all water formed by the combustion reaction being condensed to the liquid state.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Historical Flow Quantity" (HFQ) for a given Point of Interconnection shall be the lesser of the average daily scheduled quantity for the previous 15 consecutive Gas Days or the actual average daily metered flow quantity for such time period.

- The term "Information Postings" shall mean the common information, which would include the five required postings under Standard 4.3.6. [4.2.1]

- The term "In-Direction" shall mean a nomination line item that has a nominated flow direction in the same direction as the contractual Transportation Path.

- The term "Interconnected Party" shall mean the Person who is directly connected to Company's facilities at a physical Point of Receipt or a physical Point of Delivery.

- The term "IT-1 Shippers" shall mean at any time the Shippers which have entered into IT-1 Transportation Agreements with Company which are then in effect; and the term IT-1 Shipper shall mean one of such Persons.

- The term "IT-1 Transportation Agreement" shall mean at any time with respect to any IT-1 Shipper, an executed IT-1 Transportation Agreement for service under this Tariff made by and between Company and such IT-1 Shipper which is then in effect.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Information Postings" shall mean the common information, which would include the five required postings under Standard 4.3.6 (affiliate marketer information, capacity, index of customers, notices, tariff). [4.2.1/v1.3]

- The term "Interconnected Party" shall mean the Person who is directly connected to Company's facilities at a physical Point of Receipt or a physical Point of Delivery.

- The term "IT-1 Shippers" shall mean at any time the Shippers which have entered into IT-1 Transportation Agreements with Company which are then in effect; and the term IT-1 Shipper shall mean one of such Persons.

- The term "IT-1 Transportation Agreement" shall mean at any time with respect to any IT-1 Shipper, an executed IT-1 Transportation Agreement for service under this Tariff made by and between Company and such IT-1 Shipper which is then in effect.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- 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 Agreement.

- 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 Commodity Rate" shall mean the Maximum Commodity Rate for each respective Rate Schedule as shown on the Statement of Rates. All tariff rates shall be adjusted to reflect a standard calculation of daily and monthly rates. [5.3.23]

- The term "Maximum Delivery Quantity" relative to a Point of Delivery to a Shipper for any day shall mean the volume of gas shown as the Maximum Delivery Quantity for such Point of Delivery on Exhibit A to such Shipper's Service Agreement.

- The term "Maximum Park and Loan (PAL) Quantity" shall mean the Dekatherms 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 "Maximum Rate" applicable to Rate Schedules T-1 and T-1B shall mean the sum of the applicable Maximum Daily Reservation Rate and the applicable Maximum Commodity Rate as shown on the Statement of Rates.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Maximum Receipt Quantity" relative to a Point of Receipt from a Shipper for any day shall mean the volume of gas shown as the Maximum Receipt Quantity for such Point of Receipt on Exhibit A to such Shipper's Service Agreement.

- The term "Maximum Reservation Rate" shall mean the applicable daily maximum reservation rate for each respective Rate Schedule as shown on the Statement of Rates.

- The term "Mcf" shall mean 1000 cubic feet of gas measured at Standard Reference Conditions.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Measurement Party" shall mean the Person who is primarily responsible for measurement of gas volumes at a physical Point of Receipt into or a physical Point of Delivery out of Company's pipeline system.

- The term "MMcf" shall mean 1,000,000 cubic feet of natural gas measured at Standard Reference Conditions.

- The term "Minimum Commodity Rate" shall mean the Minimum Commodity Rate for each respective Rate Schedule as shown on the Statement of Rates.

- The term "Minimum Rate" shall mean the Minimum Commodity Rate as shown on the Statement of Rates for the applicable Rate Schedules.

- The term "NAESB" shall mean North American Energy Standards Board.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Operational Balancing Agreement" (OBA) shall mean the contract between Company and party which specifies the procedures to manage operating variances at an interconnect. [2.2.1]

- The term "Operational Flow Order" (OFO) shall be an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Company's system or to maintain operations required to provide efficient and reliable service. Whenever Company experiences these conditions, any pertinent order shall be referred to as an OFO. [1.2.6]

- 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]

- The term "Out-of-Direction" shall mean a nomination line item that has a nominated flow direction opposite of the contracted Transportation Path direction.

- The term "Overdelivery" shall mean the quantity of gas that results when Shipper delivers or causes to be delivered to Company a quantity of gas which, less Shipper's share of estimated Company Use Gas, is greater than the quantity of gas delivered out of Company's system for Shipper's account.

- The term "Package ID" shall mean a NAESB WGQ defined mutually agreeable data element provided to differentiate between discrete business transactions. [1.2.5]

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

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

- The term "Overdelivery" shall mean the quantity of gas that results when Shipper delivers or causes to be delivered to Company a quantity of gas which, less Shipper's share of estimated Company Use Gas, is greater than the quantity of gas delivered out of Company's system for Shipper's account.

- A "Package ID" shall mean a GISB defined mutually agreeable data element provided to differentiate between discrete business transactions. When used, Package ID shall be: a) supported for nomination and scheduling; b) mutually agreed between the applicable parties for allocations and imbalance reporting; c) supported for invoicing (sales and purchase); and d) mutually agreed for transport invoicing. Use of the Package ID is at the discretion of the Service Requester, and if sent, should be accepted and processed by Company. [1.2.5/v1.1] [1.3.24/v1.4] [1.3.25/v1.1]

- 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.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- 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.

- The term "PDA" shall mean pre-determined allocation, which is the allocation method agreed to by the allocating and allocated parties at a point prior to gas flow.

- 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 "Point of Delivery" relative to a Shipper shall mean the Points of Delivery posted on Company's Informational Postings web site for delivery of gas to such Shipper.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Negotiated Rates" shall mean a rate or formula for computing a rate for Transportation service which may be greater than, equal to or less than the Recourse Rate, but which may not be less than the Minimum Commodity Rate set forth on the Statement of Rates. A Negotiated Rate must be mutually agreed upon by Company and Shipper for a specific time period and may be based on a rate design other than the rate design used to compute Company's currently effective Recourse Rate.

- 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]

- The term "Nominating Party" shall mean a Shipper, or its Nominating Agent (one who has been pre-designated by Shipper to serve in such role). If a Shipper elects to use a Nominating Agent for a given Agreement, the agent replaces the Shipper as the sender of nomination information as well as the receiver of nomination-related information from Company for such Agreement.

- The term "Nomination Day" shall mean one day prior to Gas Day.

- The term "Non-OBA Point" shall mean a point of receipt or delivery where no Operational Balancing Agreements are in effect.

- The term "OBA Point" shall mean a point of receipt or delivery where an Operational Balancing Agreement is in effect between Company and the upstream or downstream pipeline to administer interconnect balancing.

- The term "Offer" shall mean the terms pursuant to which a Releasing Shipper is willing to release firm transportation capacity under terms which shall comply with NAESB Data Set 5.4.7.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Point of Interconnection" shall mean those locations where Company is physically connected to an Interconnected Party.

- The term "Point of Receipt" relative to a Shipper shall mean the Points of Receipt posted on Company's Informational Postings web site for receipt of gas from such Shipper.

- The term "pooling" shall mean 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points. [1.2.3]

- The term "Posted Btu Factor" shall mean the factor by contract for capacity, utilized to convert a volume of gas in Mcf's to an equivalent thermal quantity in Dekatherms for scheduling and billing purposes. Such factor shall be derived by calculating the average Btu factor at each of Company's Point(s) of Receipt for the twelve month period ending the last day of February of each year. The updated Btu factor will be noticed on Company's Informational Postings site by receipt point and posted under Company's Customer Activity site by each currently effective Rate Schedule T-1 U.S. Shipper's Agreement annually by March 15 of each year to be effective April 1 of each year.

- The term "Production Month" shall mean the period of actual gas flow preceding the billing month and beginning at 9:00 a.m., Central Clock Time on the first day of a calendar month and ending at 9:00 a.m., Central Clock Time on the first day of the next succeeding calendar month.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "psia" shall mean pounds per square inch, absolute.

- The term "psig" shall mean pounds per square inch, gauge.

- The term "Quick Response" shall mean the initial response made by Company to recognize the receipt of an EDI-based nomination. Such response will be made in accordance with NAESB WGQ standards.

  In addition, Company shall recognize the receipt of non-EDI delivered nominations; EBB-based, fax, or telephone, at the time they are fully transmitted. A transmission failure shall be the Nominating Party's indication that the non-EDI nomination has not been fully delivered to Company.

- The term "rate commitment" shall mean the revenue committed to Company for each separate transaction for the term of the effective PAL service option.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Rate Schedules" shall mean all of the Rate Schedules of Company on file with the Federal Energy Regulatory Commission and in effect.

- The term "Recourse Rate" shall mean the stated maximum reservation charge and/or maximum commodity rate applicable to each respective Rate Schedule set forth on the Statement of Rates.

- The term "Releasing Shipper" shall mean a Shipper who has firm contractual rights to capacity on Company's system and is offering to release or has released its firm capacity.

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

- The term "Service Agreement" shall mean, at any time with respect to any Shipper, an executed firm Service Agreement for service under this Tariff made by and between Company and such Shipper.

- The term "Service Requester" shall mean Nominating Party.

- The term "Shipper Imbalance" shall mean the difference between the quantity of gas received by Company for transportation for such Shipper, adjusted for Shipper's share of estimated Company Use Gas, and the quantity of gas delivered by Company for such Shipper's account.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Shippers" shall mean, at any time, the Persons which have entered into transportation Agreements with Company which are then in effect; and the term "Shipper" shall mean one of such Persons.

- 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 "Tariff" shall mean the compilation on file with the Federal Energy Regulatory Commission of Company's Rate Schedules, General Terms and Conditions and related forms of Agreements from time to time in effect.

- The term "tendered" relative to a quantity of gas and a Shipper shall mean that all of the following conditions have been fulfilled:

  (1) such Shipper has informed Company that it plans to deliver a quantity of gas which such Shipper is entitled to deliver to Company pursuant to such Shipper's Agreement at a specified Point of Receipt on a specified day;

  (2) either
  (a) (1) relative to an OBA Point, the upstream pipeline has verified that the quantity of gas Shipper has nominated for delivery to Company is in fact the quantity of gas that can be delivered to Company at such Point of Receipt or

  (a) (2) relative to a non-OBA Point such Shipper in fact could cause delivery of such quantity to Company at such Point of Receipt on such day, or

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

(b) to the extent Company refuses to receive such gas in the quantity described in (2)(a)(1) or (2)(a)(2) above at such Point of Receipt on such day, such Shipper is in fact ready, willing and able to so deliver the quantity so refused or would have been able to do so had Company not so refused; and

(3) such Shipper is in fact, ready, willing and able to accept delivery from Company on such day of the related quantity of gas in accordance with such Shipper's Agreement. The term "tender" shall have a corresponding meaning.

- 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 Agreement" shall mean an executed Title Transfer Agreement for service under this Tariff made between Company and Account Holder and specifically shall include form of agreement included herein.

- 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]

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

(b) to the extent Company refuses to receive such gas in the quantity described in (2)(a)(1) or (2)(a)(2) above at such Point of Receipt on such day, such Shipper is in fact ready, willing and able to so deliver the quantity so refused or would have been able to do so had Company not so refused; and

(3) such Shipper is in fact, ready, willing and able to accept delivery from Company on such day of the related quantity of gas in accordance with such Shipper's Agreement. The term "tender" shall have a corresponding meaning.

- The term "Third Party Account Administrator" is a Title Transfer Tracking Service Provider other than Company. [1.2.17]

- The term "Title" shall be the term used to identify the ownership of gas. [1.2.13]

- 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]

- The term "Title Transfer Agreement" shall mean an executed Title Transfer Agreement for service under this Tariff made between Company and Account Holder and specifically shall include the form of agreement available on Company's Internet web site.

- 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]

- 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]

- The term "Title Transfer Tracking Service Provider" shall be a party conducting the title transfer tracking activity. [1.2.16]

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "Total Interruptible Receipt Quantity" relative to any IT-1 Shipper for any day shall mean the Total Interruptible Receipt Quantity, stated in Dekatherms, shown on Exhibit A to such IT-1 Shipper's IT-1 Transportation Agreement.

- The terms "Trade" or "Trading" shall describe the process of resolving Shipper Imbalances between two or more Shippers or their Agents within an Operational Impact Area.

- 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 shall occur from one transportation agreement to another or from a compression agreement or PAL agreement to a transportation agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

Transfer Points will be nominated accordingly and will be considered secondary points for scheduling purposes.

- The term "Transportation Path" shall mean for each Service Agreement the pipeline path and flow direction from and including the farthest Point of Receipt to and including the farthest Point of Delivery a Shipper has contracted for on Company's system. One of the units of measurement for a Shipper's Transportation Path shall be Contract Dekatherm-Miles.

- The term "Underdelivery" shall mean the quantity of gas that results when Shipper takes or causes to be taken from Company for its account a quantity of gas which is greater than the quantity of gas tendered by Shipper to Company less Shipper's share of estimated Company Use Gas.

- The term "U.S. Shippers" shall mean, at any time, the Shippers which have entered into U.S. Shippers Service Agreements with the Company which are then in effect; and the term "U.S. Shipper" shall mean one of such Persons.

- 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 "WGQ" shall mean Wholesale Gas Quadrant.

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Sheet Numbers 219 - 223 Sheet Numbers 219 - 223 : Effective

Sheet Nos. 219 through 223
have not been issued and are
being reserved for future use.

GENERAL TERMS AND CONDITIONS

2. PRESSURE AND TEMPERATURE

2.1 Receipt Pressure

Shipper shall deliver gas to Company at each of Shipper's Points of Receipt at a pressure sufficient to cause such gas to flow into Company's facilities, provided that Shipper shall not be required to deliver gas to Company at any Point of Receipt at a pressure in excess of the Maximum Pressure specified with respect to such Point of Receipt.

2.2 Delivery Pressure

Company shall deliver gas to Shipper at each of Shipper's Points of Delivery at the pressure existing in Company's pipeline at such Point of Delivery, provided that Shipper shall not be required to receive gas from Company at any Point of Delivery at a pressure less than the Minimum Pressure specified with respect to such Point of Delivery.

2.3 Maximum Receipt Temperature

The temperature of gas delivered by Shipper to Company at a Point of Receipt shall not exceed the Maximum Receipt Temperature of 120 degrees F.

2.4 Minimum Delivery Temperature

The temperature of gas delivered by Company to Shipper at a Point of Delivery shall not be below the Minimum Delivery Temperature of 32 degrees F.

GENERAL TERMS AND CONDITIONS

2. PRESSURE AND TEMPERATURE (Continued)

2.5 Operating Conditions

Subject to the provisions of Subsections 2.1, 2.2, 2.3 and 2.4 hereof, the temperature and pressure of gas delivered to Company by Shipper, and of gas delivered to Shipper by Company, shall, at each of Shipper's Points of Receipt and Points of Delivery, be consistent with the overall operating conditions of Company's pipeline system. Company shall use care and diligence to deliver gas to Shipper at such uniform pressure as is consistent with the operating conditions of Company's pipeline system.

3. MEASURING EQUIPMENT

3.1 Company's Measuring Equipment

Unless otherwise agreed by Company and Shippers, at each Point of Receipt, and at each Point of Delivery, of a Shipper, Company shall cause to be furnished, installed, maintained, and operated all equipment, devices and material necessary to determine gas volume, pressure, temperature, gross heating value, quality, specific gravity and supercompressibility.

3.11 When orifice meters are used, the manufacture, installation, operation and maintenance thereof shall be consistent with the recommendations and specifications contained in the latest edition of "Orifice Metering of Natural Gas--Gas Measurement Committee Report No. 3," including any appendices and amendments thereto, published by the American Gas Association, at the time the meters are manufactured or installed.

3.12 Measuring equipment other than orifice meter, if used, shall be of a type acceptable to Company and Shippers. Such meters may also be equipped with a device for recording flow rate and/or a device for integrating the product of the volume of gas measured

GENERAL TERMS AND CONDITIONS

3. MEASURING EQUIPMENT (Continued)

3.1 Company's Measuring Equipment (Continued)

3.12 (Continued)

multiplied by pressure and temperature corrections, and indicating the volume of gas received or delivered.

3.13 Gas chromatographs shall be of a standard type acceptable to Company and Shippers.

3.14 Recording specific gravity instruments shall be of a standard manufacture acceptable to Company and Shippers, and shall be installed so as to properly record the specific gravity of the gas. Any such instrument shall be checked at least once each month by the use of an Edwards balance, or by any other method agreed upon by Company and Shippers.

3.2 Check Measuring Equipment

At each Point of Receipt, and at each Point of Delivery, of a Shipper, the Shipper or Shippers affected, at its or their own expense, may cause to be furnished, installed, maintained and operated check measuring equipment, provided, however, that such equipment does not interfere with the operations of the measuring equipment caused to be installed by Company.

3.3 Right of Access

Company and the Shipper or Shippers affected, in the presence of each other, shall each have access to the other's measuring equipment at all reasonable times, but the reading, calibrating and adjusting thereof shall be done only by the Person which has installed such equipment, unless otherwise agreed upon. Both Company and the Shipper or Shippers affected shall have the right to be present at the time of any installing, reading, cleaning, changing,

GENERAL TERMS AND CONDITIONS

3. MEASURING EQUIPMENT (Continued)

3.3 Right of Access (Continued)

repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment. The records from such measuring equipment shall remain the property of the Person installing such equipment, but, upon request, each will submit to the other its measurement records, together with calculations therefrom, for inspection, subject to return within 30 days after receipt thereof.

3.4 Reasonable Care

Company shall exercise reasonable care in the installation, maintenance and operation of its measuring equipment so as to avoid any inaccuracy in the determination of the volume and other attributes of gas received and delivered.

3.5 Testing Measuring Equipment

Company shall conduct tests to verify the accuracy of its measuring equipment using means and methods acceptable to Company and the Shipper or Shippers affected, at least once each quarter, or at such other interval as may be mutually agreed upon and at other times upon request of Shipper or Shippers. Notice of the time and nature of each test shall be given by Company to such Shipper or Shippers in advance to permit convenient arrangement for the presence of the other's representatives. If, after notice, a Shipper fails to have a representative present, the results of the test shall nevertheless be considered accurate until the next test. All tests of such measuring equipment shall be made at the expense of the Company, except that Shipper or Shippers requesting a test shall bear the expense of such test if the inaccuracy is found not to exceed two percent, at a reading corresponding to the average hourly rate of flow.

GENERAL TERMS AND CONDITIONS

3. MEASURING EQUIPMENT (Continued)

3.6 Correction and Adjustment

If, upon test, any measuring equipment is found to be registering inaccurately by not more than two percent, at a reading corresponding to the average hourly rate of flow, then readings of such equipment since the time of the last test thereof shall be considered accurate in computing deliveries of gas. If, upon test, any measuring equipment is found to be registering inaccurately by more than two percent, at a reading corresponding to the average hourly rate of flow, then readings of such equipment shall be corrected to zero error for any past period definitely known, or agreed, to have been inaccurate, or if the inaccuracy during all or part of the period of time since the last test of such equipment is not so known or agreed upon, for a period of sixteen days, or one-half of the elapsed time since such last test, whichever is the shorter period. Any recording equipment found to be registering inaccurately shall be immediately adjusted to register accurately.

3.7 Failure of Measuring Equipment

If Company's measuring equipment at any Point of Receipt or Point of Delivery of a Shipper is out of service for any period, the measurement determinants for such Point of Receipt or Point of Delivery during such period shall be determined:

3.71 By using the data recorded by any check measuring equipment accurately registering; or

3.72 If such check measuring equipment is not registering accurately but the percentage of error is ascertainable by a calibration test, by using the data recorded, corrected to zero error; or

GENERAL TERMS AND CONDITIONS

3. MEASURING EQUIPMENT (Continued)

3.7 Failure of Measuring Equipment (Continued)

3.73 If neither of the methods provided in Subsections 3.71 and 3.72 above can be used, by estimating the necessary determinants by reference to receipts or deliveries under similar conditions.

3.8 Preservation of Records

Both Company and the Shipper or Shippers affected shall preserve for a period of at least three years, or such longer period as may be required by public authority, all test data and measurement records.

4. MEASUREMENT REPORTING

4.1 Physical Volume

4.11 Standard Reference Conditions

The standardized reporting basis for gas volumes is cubic foot at standard conditions of 14.73 psia, 60 degrees F, and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry. [2.3.9/v1.3]

4.12 Reporting/Calculation Accuracy

For reporting purposes, pressure base conversion factors shall be reported to not less than 6 decimal places. For calculation purposes, not less than 6 decimal places shall be used.

4.13 Volumetric Unit of Measurement

The standard reporting unit for natural gas volume used by Company will be thousands of cubic feet (Mcf) of gas at Standard Reference Conditions.

GENERAL TERMS AND CONDITIONS

4. MEASUREMENT REPORTING (Continued)

4.1 Physical Volume (Continued)

4.14 Data Elements

Company and its trading partners shall accept all standard measurement data elements as specified by NAESB WGQ and adopted by FERC. Such data elements and their usage are detailed in Section 35 of the General Terms and Conditions.

4.15 Metric Conversion for Volumes

The Metric reporting unit for natural gas volume is thousands of cubic meters (10E3 M3) at standard reference temperature and pressure conditions of 15 degrees C and an absolute pressure of 101.325 kPa respectively. The conversion factor to convert cubic feet (at Standard Reference Conditions) to cubic meters is:

(cubic feet) X 0.02832784 = (cubic meters)

4.16 Supercompressibility

Measured gas volumes shall be corrected for supercompressibility (deviation of the gas from the laws of ideal gases) at the pressures and temperatures at which the gas is measured. Except as otherwise agreed by Company and Shippers, the factors for such corrections shall be obtained from data contained in the A.G.A. Manual for the Determination of Supercompressibility Factors for Natural Gas developed under P.A.R. Research Project NX-19 completed in December 1962, or any subsequent revision or replacement thereof.

GENERAL TERMS AND CONDITIONS

4. MEASUREMENT REPORTING (Continued)

4.2 Computation of Volume from Meter Readings and Registrations

4.21 Company and Shipper shall endeavor to agree upon methods so that the quantity of gas received and delivered under Shipper's Agreement shall be computed in accordance with the latest approved methods in use in the industry generally.

4.22 When orifice meters are used, gas volumes shall be computed in accordance with the specifications prescribed in the latest edition of "Orifice Metering of Natural Gas--Gas Measurement Committee Report No. 3" published by the American Gas Association, including any appendices and amendments thereto.

GENERAL TERMS AND CONDITIONS

4. MEASUREMENT REPORTING (Continued)

4.2 Computation of Volume from Meter Readings and Registrations (Continued)

4.23 If positive displacement or turbine meters are used, measurements of the volumes received or delivered at flowing pressures and temperatures shall be corrected to the volumetric measurement base by the application of proper correction factors for (a) absolute static pressure, (b) flowing temperature and (c) supercompressibility. If an integrating device is used, correction for the deviation from Boyle's Law may be built into the device; otherwise such correction shall be applied to the volume of gas indicated.

4.3 Energy Quantity

4.31 Standard Reference Conditions

The standardized reporting basis for BTU is 14.73 dry psia and 60 degrees F(101.325 kPa and 15 degrees C, and dry). The standardized reporting basis for gigacalorie is 1.035646 Kg/cm2 and 15.6 degrees C and dry. [2.3.9/v1.3]

4.32 Calculation of Energy Quantity

The energy quantity, based on Standard Reference Conditions, is the product of the physical volume measured, in thousands of cubic feet (Mcf) and the gross heating value of the measured gas (Btu/cf).

4.33 Reporting/Calculation Accuracy

For reporting purposes, BTU conversion factors shall be reported to not less than 3 decimal places. For calculating purposes, not less than 6 decimal places shall be used. [2.3.10/v1.0]

4.34 Energy Unit of Measurement

The reporting unit for energy quantity used by Company will be Dekatherms (Dth) at Standard Reference Conditions.

GENERAL TERMS AND CONDITIONS

4. MEASUREMENT REPORTING (Continued)

4.3 Energy Quantity (Continued)

4.35 Data Elements

All records of energy quantities of natural gas provided to or from Company shall be reported using the current measurement standard data elements as determined by NAESB WGQ and adopted by FERC.

4.36 Metric Conversion for Energy

The Metric reporting unit for energy quantity is gigajoules (GJ) at Standard Reference Conditions of 15 degrees C, an absolute pressure of 101.325 kPa, dry, and Btu 58.5 degrees F/59.5 degrees F. The conversion factor to convert Dekatherms (at Standard Reference Conditions) to gigajoules is:

(dekatherms) X 1.055056 = (gigajoules)

[1.3.14/v1.3]

4.37 Gross Heating Value

The gross heating value of the gas shall be determined by use of a gas chromatograph as specified in Subsection 3.13 hereof or other device acceptable to Company and Shippers.

4.4 Flowing Temperature

The flowing temperatures of the gas shall be determined by the use of standard continuously recording temperature indicators.

4.5 Specific Gravity

The specific gravity of the gas shall be determined by a recording specific gravity instrument as specified in Subsection 3.14 hereof.

GENERAL TERMS AND CONDITIONS

4. MEASUREMENT REPORTING (Continued)

4.6 Atmospheric Pressure

For purposes of measurement, the absolute atmospheric (barometric) pressure at each measuring station shall be assumed to be the pressure corresponding to the elevation at such station, and shall be stated in pounds per square inch.

4.7 Measurement Responsibility

Subject to the provisions of Subsections 3.6 and 3.7 hereof, measurement of gas volumes and gross heating values shall, for all purposes of this Tariff, be as recorded on or computed from the measuring equipment and devices Company shall cause to be furnished, installed, maintained, and operated.

5. QUALITY OF GAS

5.1 Quality Standards of Gas Received by Company

Company may refuse to accept gas which does not conform to the following specifications:

5.11 The gas shall not contain sand, dust, gums, crude oil, impurities or other objectionable substances which may be injurious to pipelines or may interfere with the transmission of the gas.

5.12 The gas shall have a hydrocarbon dew-point less than -5 degrees F at 800 psia, -10 degrees F at 1000 psia, or -18 degrees F at 1100 psia, or such higher dew point approved by Company as, without treatment by Company, may be compatible with the operating conditions of Company's pipeline.

GENERAL TERMS AND CONDITIONS

5. QUALITY OF GAS (Continued)

5.1 Quality Standards of Gas Received by Company (Continued)

5.13 The gas shall not contain more than 0.3 grains of hydrogen sulphide per Ccf.

5.14 The gas shall not contain more than 2 grains of total sulphur per Ccf.

5.15 The gas shall contain not more than 0.3 grains of mercaptan sulphur per Ccf, or such higher content as, in Company's judgment, will not result in deliveries by Company to Shippers of gas containing more than 0.3 grains of mercaptan sulphur per Ccf.

5.16 The gas shall not contain more than 2 percent by volume of carbon dioxide.

5.17 The gas shall not have a water vapor content in excess of 4 pounds per MMcf.

5.18 The gas shall be as free of oxygen as it can be kept through the exercise of all reasonable precautions and shall not in any event contain more than 0.4 percent by volume of oxygen.

5.19 The gas shall have a gross heating value of not less than 967 Btu per cf.

5.2 Quality Tests

At each Point of Receipt of a Shipper, Company shall cause tests to be made, by approved standard methods in general use in the gas industry, to determine whether the gas conforms to the quality specifications set out in Subsection 5.1 hereof. Such tests shall be made at such intervals as Company may deem reasonable, and at other times, but not more often than once per day, at the request of any Shipper.

GENERAL TERMS AND CONDITIONS

5. QUALITY OF GAS (Continued)

5.3 Failure to Conform

If gas delivered by a Shipper does not comply with the quality specifications set out in Subsection 5.1 hereof, Company shall have the right, in addition to all other remedies available to it by law, to refuse to accept any such gas through the issuance of an OFO. Company may, at its option and upon notice to Shipper, accept receipt of gas not complying with the quality specifications set out in Subsection 5.1 hereof provided Company, at the expense of such Shipper, makes all changes necessary to bring such gas into compliance with such specifications; provided, however, that nothing herein shall be inconsistent with FERC Order No. 45. Any change in the gross heating value of gas treated by Company pursuant to this Subsection 5.3 shall, for purposes of Section 13 hereof, be appropriately reflected in the total Btu content of gas received by Company from the Shipper whose gas is so treated.

5.4 Quality Standards of Gas Transported by Company

Company shall use reasonable diligence to deliver gas under a Shipper's Agreement which shall meet the quality specifications set out in Subsection 5.1 hereof, but shall only be obligated to deliver gas of the quality which results from the commingling of the gas received by Company from Shippers and, except as Company may choose to do so pursuant to Subsection 5.3 hereof, shall not be required to treat any gas delivered to it by a Shipper. Company may treat any gas delivered to it by a Shipper to the extent required, in Company's opinion, to prevent damage to or interference with the efficient operation of Company's facilities, provided it determines, except in the case of treatment pursuant to Subsection 5.3 hereof, that the gross heating value of such gas will not be materially reduced, or the other quality standards of such gas materially adversely affected, thereby.

GENERAL TERMS AND CONDITIONS

5. QUALITY OF GAS (Continued)

5.5 Posting of Gas Quality Data

5.51 Required Posting

Company shall provide on its Informational Postings 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

In any event, compliance with gas quality requirements is in accordance with Subsection 5.1 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 Postings web site for the most recent three-month period. Beyond the initial three-month period, the historical data shall be made available offline in accordance with regulatory requirements. [4.3.91]

GENERAL TERMS AND CONDITIONS

5. QUALITY OF GAS (Continued)

5.5 Posting of Gas Quality Data (Continued)

5.52 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]

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT

6.1 General

The billing and payment of an invoice rendered to customer as a result of service performed under any of the Rate Schedules in this Tariff shall be made pursuant to the procedures set forth in this Section 6.

For purposes of this Section 6, customer shall be defined as any payor who is rendered an invoice under any of Company's Rate Schedules contained in this Tariff.

Company and its trading partners shall accept all data elements as specified by NAESB WGQ and adopted by FERC. Such data elements and their usage are detailed in Section 35 of the General Terms and Conditions.

6.2 Billing

On or before the 9th business day 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]

Such invoice shall reflect in addition to the charges set forth in the applicable Rate Schedule, interest or other charges or credits to Shipper under Section 6.

Sheet No. 234A is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.2 Billing (Continued)

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]

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]

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.3 Payment

(a) Customer shall pay to Company all invoices rendered pursuant to Subsection 6.2 within ten (10) calendar days of the issuance of such invoice, for service billed by Company pursuant to the provisions of this Tariff.

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

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.2 Billing (Continued)

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 GISB Common Codes Task Force. [3.3.1/v1.0]

Standard field name descriptors shall be used on paper and electronic documents. This consistency shall cover all gas industry transactions. [3.3.2/v1.0]

On accuracy of invoice information, calculations need to be mathematically accurate. [3.3.8/v1.0]

6.3 Payment

On or before the 25th day of each billing month, the effective payment due date of an invoice for transportation service provided by Company, Shipper shall pay to Company all invoices rendered pursuant to Subsection 6.2.

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

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.3 Payment (Continued)

Customer shall not be entitled to any abatement of such payments or any set-off against them, including, but not limited to, abatement or set-off due or alleged to be due by reason of any past, present or future claims of customer against Company under customer's Agreement or otherwise. Customer's payments shall be made in immediately available U.S. funds on or before the due date to a depository designated by Company.

The statement of account is used by Company to indicate payment status of customer's invoice(s), and when provided shall summarize the amounts Company has invoiced, the amounts customer has paid, prior period adjustments that have been made, and the remaining amounts owed.

(b) Nonpayment

If customer fails to pay in full the amount of any invoice rendered by Company by the payment due date, Company will provide customer with a thirty (30) day notice of suspension of service, except as provided in Subsection 6.3(a). Such suspension of service for

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.3 Payment (Continued)

Shipper shall not be entitled to any abatement of such payments or any set-off against them, including, but not limited to, abatement or set-off due or alleged to be due by reason of any past, present or future claims of Shipper against Company under Shipper's Agreement or otherwise. Shipper's payments shall be made in immediately available U.S. funds on or before the due date to a depository designated by Company.

Shipper shall identify invoice number(s) on all payments. [3.3.18/v1.0]

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/v1.4]

Company shall use the GISB Model Funds Transfer Agreement whenever possible. [6.5.1/v1.4].

The statement of account is used by Company to indicate payment status of Shipper's invoice(s), and when provided shall summarize the amounts Company has invoiced, the amounts Shipper has paid, prior period adjustments that have been made, and the remaining amounts owed.

6.4 Delinquency Charge

Should Shipper fail to pay all of the amount of any invoice when such amount is due, interest on the unpaid portion of

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.3 Payment (Continued)

nonpayment will occur only in situations where other attempts to obtain payment for past due accounts from customer have failed, where a customer has filed for bankruptcy, or where customer has failed to provide a credit alternative as described in Section 41.

Company may terminate the Agreement with customer, subject to the terms of the applicable Rate Schedule. If after the thirty (30) day notice of service suspension, customer has not paid in full the invoice amount due, Company may then give notice to customer and the FERC that if full payment of the invoice amount due is not received within 15 days, Company will terminate the Agreement.

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.3 Payment (Continued)

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

If invoice is in dispute, customer shall pay portion not in dispute and provide documentation identifying basis for the dispute. [3.3.19/v1.0]

When a customer disputes an invoice, the remittance statement will communicate details of the dispute to Company, shall include the appropriate supporting data, and shall reference the invoice code and invoice detail line numbers of the items disputed.

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.3 Payment (Continued)

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

If invoice is in dispute, Shipper shall pay portion not in dispute and provide documentation identifying basis for the dispute. [3.3.19/v1.0]

When a customer disputes an invoice, the remittance statement will communicate details of the dispute to Company, shall include the appropriate supporting data, and shall reference the invoice code and invoice detail line numbers of the items disputed.

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.4 Delinquency Charge

Should customer fail to pay all of the amount of any invoice 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 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, in accordance with Subsection 6.2 hereof, 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 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.

6.5 Late Billing

If the rendering of an invoice to customer is delayed beyond the date provided in Subsection 6.2 hereof, then the time for payment shall be extended correspondingly unless customer is responsible for such delay.

6.6 Billing Error/Prior Period Adjustments

In the event an error is discovered in the amount billed in any statement rendered by Company, such error shall be adjusted within 30 days of the determination thereof.

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.6 Billing Error/Prior Period Adjustments (Continued)

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]

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FERC Docket: RP99-322-004

Third Revised Sheet Number 237 Third Revised Sheet Number 237 : Effective
Superseding: First Revised Sheet Number 237

Sheet No. 237 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.7 Receipt and Tender Deficiencies

6.71 Receipt Deficiencies

If, on any day prior to November 1, 2003, Company fails to take receipt from Shipper of any quantity of the gas tendered by Shipper to Company on such day pursuant to Article 1 of Shipper's T-1 or T-1R Service Agreement, such quantity shall be Shipper's Receipt Deficiency quantity for such day and it shall be used to determine Shipper's Receipt Deficiency credit for such day. Receipt Deficiencies arising in a Production Month shall be converted to a US dollar credit amount based on the reservation component of the transportation rate in effect for that T-1 or T-1R contract on the day incurred.

A Shipper's Rate Schedule T-1 and T-1R Receipt Deficiency credit for a given day shall be the product of the Shipper's Receipt Deficiency quantity, the related mileage, and the Shipper's daily reservation component of the transportation rate in effect on such day.

Receipt Deficiency credits are transferable upon notification to Company.

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.7 Receipt and Tender Deficiencies (Continued)

6.72 Tender Deficiencies

If on any day prior to November 1, 2003, in any Production Month, the quantity of gas tendered by Shipper, adjusted for mileage, is less than such quantity of contracted transportation capacity on a mileage basis, the difference shall be Shipper's Tender Deficiency quantity for such day and it shall be used to determine Shipper's Tender Deficiency credit for such day. Tender Deficiencies arising in a Production Month shall be converted to a US dollar credit amount based on the reservation component of the transportation rate in effect for that T-1 or T-1R contract on the day incurred.

A Shipper's Rate Schedule T-1 or T-1R Tender Deficiency credit for a given Gas Day shall be the product of the Shipper's Tender Deficiency quantity and the Shipper's daily reservation component of the transportation rate in effect on such day.

Tender Deficiency credits are transferable upon notification to Company.

6.73 Application of Tender and Receipt Deficiencies

Tender and Receipt Deficiency credits shall be discharged only by application to Rate Schedule IT-1 commodity transportation charges for a Shipper, or its designated agent. A Shipper or its designated agent have the right to notify Company, by no later than the close of business on the second business day of the Billing Month, of its election to defer the application of all or a portion of its Tender and Receipt Deficiency credits.

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.7 Receipt and Tender Deficiencies (Continued)

6.73 Application of Tender and Receipt Deficiencies (Continued)

Tender Deficiency credits will be applied to IT-1 transportation charges first, followed by Receipt Deficiency credits, and Tender Deficiency credits will expire if unused at the end of the next Production Month after which they were incurred, or November 30, 2003, whichever is sooner.

The existing Dekatherm-mile balance of Shipper's Receipt and Tender Deficiencies as of the end of the month prior to the date on which this tariff sheet becomes effective, shall be converted to US dollar credits based on the reservation component of the transportation rate in effect as of the date the terms of the Stipulation at Docket No. RP99-322-000, et al. are placed in effect, for that Rate Schedule T-1 or T-1R contract. Any billing adjustments due Northern Border will be deducted from the balance of Receipt Deficiency credits.

Balances of Receipt and Tender Deficiency credits will be maintained at a Shipper, or its designated agent, level.

Effective on November 1, 2003, no new Tender and Receipt Deficiencies will be granted.

All rights to utilize Tender Deficiency credits produced through October 31, 2003 will expire November 30, 2003.

All rights to utilize Receipt Deficiency credits produced through October 31, 2003 will expire April 30, 2004.

Northern Border will make a cashout payment of 50 percent of the value of the remaining Receipt Deficiency credits on April 30, 2004.

GENERAL TERMS AND CONDITIONS

6. BILLING AND PAYMENT (Continued)

6.7 Receipt and Tender Deficiencies (Continued)

6.74 Reservation Charge Credit

Effective November 1, 2003, a firm Shipper paying the Maximum Rate will be entitled to a credit of a portion of its Reservation Charge in the event that the Company takes receipt of less than 90 percent of the Dekatherms tendered by Shipper in a Production Month. The credit shall be the product of (a) 40 percent, times (b) the aggregate amount of Reservation Charge due from Shipper for service under Shipper's Service Agreement during such Production Month times (c) a fraction, the numerator of which is the difference between (i) the Dekatherms tendered by Shipper to Company in such Production Month and (ii) the Dekatherms received by Company from Shipper in such Production Month, and the denominator of which is the sum of Shipper's Maximum Receipt Quantity for such Production Month. Such credit shall be reflected in the invoice to the Shipper and the invoice to a Releasing Shipper as provided in Subsection 6.2 of this General Terms and Conditions.

6.75 Exceptions

Subsections 6.71 through 6.74 hereof shall not apply to any failure of Company to take receipt from Shipper of any gas tendered by Shipper pursuant to Article 1 of Shipper's Service Agreement if such failure is caused in whole or in part by, or results in whole or in part from, failure of Shipper to, or to be able to, deliver or take delivery of such gas, or by any other action of Shipper or Persons acting on its behalf which causes or results in such failure by Company.

Effective Date: 02/01/2001 Status: Effective
FERC Docket: RP99-322-004

Second Revised Sheet Number 242 Second Revised Sheet Number 242 : Effective
Superseding: First Revised Sheet Number 242

Sheet No. 242 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

7. OPERATING INFORMATION TO BE SUBMITTED

Upon request of Company, Shipper shall from time to time give Company written notice, as far in advance as operating conditions will permit, of the estimated daily, monthly and annual quantities of gas Shipper intends to deliver to Company pursuant to its Agreement.

Company shall from time to time give Shipper written notice, as far in advance as operating conditions will permit, of the estimated daily, monthly and annual quantities of gas Company expects to be able to receive and deliver pursuant to Shipper's Agreements.

Shipper and Company shall use their best judgment and experience in arriving at such estimates, but shall not be bound thereby nor limited to the quantities thereof. Each shall promptly notify the other or others of any significant known or reasonably anticipated modification to the estimates last furnished.

GENERAL TERMS AND CONDITIONS

8. INDEMNITY

Company and Shipper shall each indemnify and save harmless the other from all liability, damages, costs, losses and charges of every character resulting from or arising out of any claim made against such other by any Person for injury or death to Persons, or damage to property, in any way connected with the property and equipment of the indemnitor or the presence of gas deemed hereby to be the responsibility of the indemnitor, unless such injury, death or damage is caused by the negligence of the indemnitee or any Person for whose actions the indemnitee is responsible in law; provided that neither Company nor Shipper shall be liable to indemnify the other unless the Person requesting indemnification shall have promptly notified the other in writing of any claim, suit or action for or in respect of which indemnification is to be claimed. The Person receiving such notification shall be entitled to participate in any such suit or action, and, to the extent that it may wish, assume the defense thereof with counsel who shall be to the reasonable satisfaction of the Person requesting indemnification, and after notice from the indemnitor to the indemnitee of its election so to assume the defense thereof, the indemnitor will not be liable to the indemnitee for any legal or other expenses incurred by the indemnitee in connection with the defense thereof. An indemnitor shall not be liable to indemnify an indemnitee on account of any settlement of any claim, suit or action effected without the consent of such indemnitor. Claims made under this Section 8 with respect to injury or death to Persons or damage to property occurring during the term of a Shipper's Agreement shall survive the termination thereof.

9. LIABILITY FOR NON-PERFORMANCE

9.1 Limitation of Liability

Company shall have no liability in damages to Shipper in respect of failure for any reason whatsoever to accept receipt of, receive or deliver gas pursuant to the provisions of Shipper's Agreement and Shipper shall, notwithstanding any failure, for any reason whatever, to accept receipt of, receive or deliver gas, make payment to Company in the amounts, in the manner and at the times provided in Shipper's Agreement.

GENERAL TERMS AND CONDITIONS

9. LIABILITY FOR NON-PERFORMANCE (Continued)

9.2 Force Majeure

Neither Company nor Shipper shall be liable in damages to the other for any act, omission or circumstance which shall be caused, in whole or substantial part, by a condition of force majeure. The term "force majeure" as used herein, shall mean any acts of God, strikes, lockouts or other labor disputes or industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, other storms, floods, washouts or other act of nature, civil disturbances, explosions, breakage, accident or repairs to machinery or lines of pipe, temporary or permanent failure of gas supply, inability to obtain or unavoidable delay in obtaining pipe, materials or other equipment, acts or binding orders of any court or other governmental authority whether or not having jurisdiction, and any other cause, whether similar or dissimilar to any above enumerated, not reasonably within the control of the Person claiming relief from liability and which such Person was or would have been unable to prevent by the exercise of due diligence. Failure to prevent or settle any strike or strikes or any dispute leading to a lockout shall not be considered to be matter within the control of the Person claiming relief. Force majeure affecting the performance by either Shipper or Company of any of its obligations under Shipper's Agreement shall not relieve the Person seeking relief from liability in respect of any period when the continuance of its inability to perform such obligations is due to its failure to use reasonable efforts to remedy the situation in a reasonable manner and with reasonable dispatch, nor shall force majeure, regardless of the circumstances thereof, affect in any way the obligations of Company or Shipper to make payments under Shipper's Agreement. The Person claiming relief from liability by reason of force majeure shall give prompt notice to the other of the occurrence and cessation of such force majeure. Nothing contained in this Subsection 9.2 shall in any way limit or affect any of the provisions of Subsection 9.1 hereof.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE

10.1 Nomination

10.11 Definition

A nomination is a request for service by a Nominating Party to Company. Services nominated are provided under Company's Rate Schedules.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination (Continued)

10.12 Use of Data Elements

Nominating Party must supply nominations to Company using the pathed nomination model consistent with NAESB WGQ Standards.

Company shall recognize an industry supported standard nomination key. A standard nomination key is the data element subset used to identify a unique nomination.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination (Continued)

10.13 Use of Common Codes

When submitting a nomination, the Nominating Party shall use common codes for location points and legal entities.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination (Continued)

10.13 Use of Common Codes

When submitting a nomination, the Nominating Party shall use common codes for location points and legal entities. [1.1.8/v1.0]

For GISB purposes, there shall be a unique entity common code for each entity name and there shall be a unique entity name for each entity common code. [0.1.2/v1.4]

Entity common codes shall be "legal entities", that is ultimate location, headquarters location, and/or Single Location (in Dun & Bradstreet Corporation ("D&B") terms). However, in the following situations, a branch location (in D&B terms) can also be an entity common code:

1. when the contracting party provides a D-U-N-S(R) Number at the Branch Location level;
2. or to accommodate accounting for an entity that is identified at the Branch Location level.

[0.3.1/v1.4]

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination

10.14 Original Nominations

When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. [1.3.6]

10.15 Nomination Principles/Standards

Company supports the NAESB WGQ nomination related Principles by reference as detailed in Section 35 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination (Continued)

10.15 Nomination Principles/Standards (Continued)

The results of the in-kind fuel reimbursement calculations for the nomination process shall be rounded to the nearest dekatherm. Company shall not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth. [1.3.15] [1.3.29]

The transportation priority for fuel shall be the same as the level of service as the transaction to which it applies. [1.3.31]

Company does not support overrun service.

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]

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination (Continued)

10.17 Company Supported Nomination Classifications (Continued)

Intra-day nominations do not rollover (i.e. intra-day nominations span one day only). Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intra-day nomination modifies existing nomination. [1.3.13]

An intra-day nomination which requests an effective period for more than one Gas Day will be voided by Company.

Intra-day nominations can be used to request increases or decreases in total flow, changes in receipt points, or changes to delivery points of scheduled gas. [1.3.11]

Intra-day nominations may be used to nominate new supply or market. [1.3.33]

Intra-day nomination shall include an effective date and time. [1.3.9]

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination (Continued)

10.17 Company Supported Nomination Classifications (Continued)

The interconnected parties (Company and Interconnected Party) shall agree on the hourly flows of the intra-day nomination, if not otherwise addressed in transporter's (Company's) contract or tariff. [1.3.9]

When Company reports intra-day scheduled quantities, "provide" shall mean, for transmittals pursuant to Standards 1.4.X, receipt at the designated site, and for the purposes of other forms of transmittal, it shall mean send or post. [1.3.2]

(c) Emergency Intra-day Requests

In addition to the grid-wide intra-day nomination opportunities, Company shall accept, process, and attempt to schedule emergency intra-day requests on a best efforts basis.

To be classified as emergency intra-day request, such requests must: 1) not impact grid scheduled activity, 2) not result in a bumping event, and 3) not require a formal confirmation process with the interconnected systems.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.21 Timely Nominations (Continued)

(d) Confirmation of Timely Nominations

The deadline for receipt of completed confirmations by Company from upstream and downstream connected parties (Interconnected Party) is 3:30 p.m. CCT on the day prior to flow.

(e) Scheduled Timely Nominations Quantity Summary - Nominating Party

Nominating Party shall receive a scheduled nomination summary by 4:30 p.m. CCT on the day prior to flow.

(f) Scheduled Timely Nominations Quantity Summary - Interconnected Party/Point Operator

Interconnected Party/Point Operator shall receive a scheduled nomination summary by 4:30 p.m. CCT on the day prior to flow.

(g) Day End Summary

At the end of each Gas Day Company shall provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via 1.4.X scheduled quantity related standards, Company shall send an end of Gas Day Scheduled Quantity document. Receivers of the end of Gas Day Scheduled Quantity document can waive the sender's sending of the end of Gas Day Scheduled Quantity document. [1.3.3]

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.22 Evening Nomination Cycle [1.3.2]

(a) Shipper Delivery of Evening Nominations

The deadline for nominations leaving control of the Nominating Party is 6:00 p.m. CCT on the day prior to flow.

The effective time of an Evening Nomination shall be no earlier than 9:00 a.m. CCT, the start of the Gas Day.

All intra-day nominations for the upcoming Gas Day received during the period from the timely nomination deadline to the Evening Nomination deadline will be batched and treated by Company as if they were received contemporaneously.

(b) Company Receipt of Evening Nominations

The time for receipt of nominations by Company is 6:15 p.m. CCT on the day prior to flow.

(c) Quick Response to Evening Nominations

Company shall send Quick Response by 6:30 p.m. CCT on the day prior to flow.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.22 Evening Nomination Cycle (Continued)

(d) Confirmation of Evening Nominations

The deadline for receipt of completed confirmations by Company from the upstream and downstream connected parties is 9:00 p.m. CCT on the day prior to flow.

(e) Scheduled Evening Nominations Quantity Summary - Affected Nominating Party

Company shall provide an affected Nominating Party a scheduled quantity summary by 10:00 p.m. CCT on the day prior to flow.

(f) Scheduled Evening Nominations Quantity Summary - Affected Interconnected Party/Point Operator

Company shall provide an affected Interconnected Party/Point Operator a scheduled quantity summary by 10:00 p.m. CCT on the day prior to flow.

(g) Scheduled Evening Nominations Quantity Summary - Bumped Parties (Notice to Bumped Parties)

A Bumped Party shall be provided a scheduled quantity summary by 10:00 p.m. CCT on the day prior to flow.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.23 Intra-day 1 Nomination Cycle (Continued)

The effective time of an intra-day 1 nomination shall be no earlier than 5:00 p.m. CCT on the Gas Day.

All intra-day 1 nominations for the current Gas Day received during the period from the Evening Nomination deadline to the intra-day 1 nomination deadline will be batched and treated by Company as if they were received contemporaneously.

(b) Company Receipt of Intra-day 1 Nominations

The time for receipt of nominations by Company is 10:15 a.m. CCT on the Gas Day.

(c) Quick Response to Intra-day 1 Nominations

Company shall send Quick Response by 10:30 a.m. CCT on the Gas Day.

(d) Confirmation of Intra-day 1 Nominations

The deadline for receipt of confirmations by Company from the upstream and downstream connected parties is 1:00 p.m. CCT on the Gas Day.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.23 Intra-day 1 Nomination Cycle (Continued)

(e) Scheduled Intra-day 1 Quantity Summary - Affected Nominating Party

Company shall provide an affected Nominating Party a scheduled quantity summary by 2:00 p.m. CCT on the Gas Day.

(f) Scheduled Quantity Summary - Affected Interconnected Party/Point Operator

Company shall provide an affected Interconnected Party/Point Operator a scheduled quantity summary by 2:00 p.m. CCT on the Gas Day.

(g) Scheduled Intra-day 1 Quantity Summary - Bumped Parties (Notice to Bumped Parties)

A bumped party shall be provided a scheduled quantity summary by 2:00 p.m. CCT on the Gas Day.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.24 Intra-day 2 Nomination Cycle (Continued)

(b) Company Receipt of Intra-day 2 Nominations

The time for receipt of nominations by Company is 5:15 p.m. CCT on the Gas Day.

(c) Quick Response to Intra-day 2 Nominations

Company shall send Quick Response by 5:30 p.m. CCT on the Gas Day.

(d) Confirmation of Intra-day 2 Nominations

The deadline for receipt of completed confirmations by Company from the upstream and downstream connected parties is 8:00 p.m. CCT on the Gas Day.

(e) Scheduled Intra-day 2 Nominations Quantity Summary - Affected Nominating Party

Company shall provide an affected Nominating Party a quantity summary by 9:00 p.m. CCT on the Gas Day.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.24 Intra-day 2 Nomination Cycle (Continued)

(f) Scheduled Intra-day 2 Nominations Quantity Summary - Affected Interconnected Party/Point Operator

Company shall provide an affected Interconnected Party/Point Operator a scheduled quantity summary by 9:00 p.m. CCT on the Gas Day.

10.25 Emergency Intra-day Requests

A majority of the time period in which an emergency intra-day request can be submitted to Company is during non-traditional business hours. Consequently, it is the responsibility of the Nominating Party to see that Company has been notified that an emergency intra-day nomination has been transmitted.

Emergency intra-day requests will be processed using first come, first served, and will be confirmed and scheduled, if capacity is available on Company's system, on a best efforts basis.

If an emergency intra-day request can be accepted and processed, Company will produce a quick response on a timely basis.

Scheduled quantity summaries reflecting scheduled emergency intra-day requests will be generated and delivered to the appropriate parties on a timely basis.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.26 Departure from Nomination and Scheduling Deadlines

The sending party shall adhere to the nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline. [1.3.21]

With the exception of otherwise stated NAESB WGQ nomination deadlines, when Company receives a Nomination document from a Service Requester by the conclusion of a given quarter hour period, Company will send to the Service Requester's designated site a corresponding Quick Response document by the conclusion of the subsequent quarter hour period. [1.3.37]

The quarter hour periods are defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. [1.3.37]

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.27 Accessibility of Nomination and Scheduling Staff

All parties, including Company, shall support a seven-day-a-week, twenty-four-hours-a-day nominations process. [1.3.4]

Company shall post when its scheduling staff will be at their normal work site.

It is recognized that the success of seven days a week, twenty-four hours a day nomination process is dependent on the availability of affected parties' scheduling personnel on a similar basis. [1.3.4]

Party contacts (including Company's scheduling personnel) need not be at their ordinary work sites but shall be available by telephone or beeper. [1.3.4]

Detailed instructions on how to reach Company's scheduling staff will be posted.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination (Continued)

10.16 Confirmation

During the confirmation process, the Confirming Requester and the Confirming Party compare information for the purpose of confirming nominations at a location. [1.1.17]

A Confirming Party may communicate with its party and/or the immediate counterparty as to the existence and nature of a failure to communicate a transaction on the part of the applicable party. A Title Transfer Tracking Service Provider may communicate with its Account Holder(s) and/or its Account Holder(s)' immediate counterparty(ies) as to the existence and nature of a failure to communicate a transaction on the part of the applicable party. [1.3.74]

10.17 Company Supported Nomination Classifications

(a) Timely Nominations

A timely nomination is a nomination, effective for an upcoming Gas Day(s), that is received prior to the timely nomination deadline for the first effective Gas Day nominated.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination (Continued)

10.18 Company Supported Grid-Wide Intra-day Nomination Cycles

No bumping shall occur at the final grid-wide intra-day nomination opportunity of the Gas Day, which in the NAESB WGQ intra-day model, is the 5:00 p.m. (CCT) nomination (intra-day 2 nomination).

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.23 Intra-day 1 Nomination Cycle [1.3.2]

(a) Shipper Delivery of Intra-day 1 Nominations

The deadline for nominations leaving control of the Nominating Party is 10:00 a.m. CCT on the Gas Day.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.2 Nomination and Scheduling Timeline (Continued)

10.24 Intra-day 2 Nomination Cycle [1.3.2/v1.5]

(a) Shipper Delivery of Intra-day 2 Nominations

The deadline for intra-day 2 nominations leaving control of the Nominating Party is 5:00 p.m. CCT on the Gas Day.

The effective time of an intra-day 2 nomination shall be no earlier than 9:00 p.m. CCT on the Gas Day.

All intra-day 2 nominations for the current Gas Day received during the period from the intra-day 1 nomination deadline to the intra-day 2 nomination deadline will be batched and treated by Company as if they were received contemporaneously.

Bumping is not allowed during the intra-day 2 nomination cycle.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination (Continued)

10.17 Company Supported Nomination Classifications (Continued)

If a timely nomination does not meet the definition of a nomination because it contains an identifiable error or an element is missing, such timely nomination will be voided by Company.

(b) Intra-day

Company shall allow for intra-day nominations. [1.3.8]

An intra-day nomination is a nomination submitted after the (timely) nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day. [1.2.4]

For services that provide for intra-day nomination and scheduling, there is no limitations as to the number of intra-day nominations (line items as per NAESB WGQ Standard 1.2.1) which a Service Requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. [1.3.32]

Intra-day nominations can be made at any Point of Receipt or Point of Delivery on Company's system.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.1 Nomination (Continued)

10.18 Company Supported Grid-Wide Intra-day Nomination Cycles (Continued)

Scheduled quantities resulting from intra-day 1 nominations shall be effective at 5:00 p.m. (CCT) on Gas Day. [1.3.2]

Scheduled quantities resulting from intra-day 2 nominations shall be effective at 9:00 p.m. on Gas Day. [1.3.2]

10.2 Nomination and Scheduling Timeline

Company shall support the NAESB WGQ timely nomination/intra-day nomination model diagramed at NAESB WGQ Standard 1.3.2(vi), version 1.3 dated July 31, 1998. Such nomination, confirmation, and scheduling timeline governs first Gas Day of the calendar month activity. [1.3.2] [1.1.1]

10.21 Timely Nominations [1.3.2]

(a) Shipper Delivery of Timely Nominations

The deadline for nominations leaving control of the Nominating Party is 11:30 a.m. (CCT) on the day prior to flow.

(b) Company Receipt of Timely Nominations

The time for receipt of nominations by Company is 11:45 a.m. (CCT) on the day prior to flow.

(c) Quick Response to Timely Nominations

Company shall send Quick Response by noon (CCT) on the day prior to flow.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.3 Nomination Validation

Company shall validate all nominations once they are received. Such validation will include verifying the nomination elements that are part of the Quick Response, verifying the existence of Agreements and amendments, and verifying that credit worthiness has been established to provide such nominated service.

A Nomination which cannot be validated shall be voided by Company.

10.4 Capacity Allocation and Confirmation Process

Company shall utilize Subsections 10.41, 10.42 and 10.43 to allocate nominated quantities of gas.

A nomination line item that has 1) its Point of Receipt and its Point of Delivery within the Transportation Path and 2) its nominated flow direction is in the Transportation Path direction shall be referred to as an In-Path, In-Direction (IPID) nomination line item.

A nomination line item that has 1) its Point of Receipt and/or its Point of Delivery outside the Transportation Path and 2) its nomination flow direction is in the Transportation Path direction shall be referred to as an Out-of-Path, In-Direction (OPID) nomination line item.

A nomination line item that has 1) its Point of Receipt and its Point of Delivery within the Transportation Path and 2) its nominated flow direction is opposite of the Transportation Path direction shall be referred to as an In-Path, Out-of-Direction (IPOD) nomination line item.

A nomination line item that has 1) its Point of Receipt and/or its Point of Delivery outside of the Transportation Path and 2) its nomination flow direction is opposite of the Transportation Path direction shall be referred to as an Out-of-Path, Out-of-Direction (OPOD) nomination line item.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.3 Nomination Validation

Company shall validate all nominations once they are received. Such validation will include verifying the nomination elements that are part of the Quick Response, verifying the existence of Agreements and amendments, and verifying that credit worthiness has been established to provide such nominated service.

A Nomination which cannot be validated shall be voided by Company.

10.4 Capacity Allocation and Confirmation Process

To effectuate the confirmation of the Company's pipeline, point, and compression service capacity on a non-discriminatory basis, when a constraint exists, Company shall utilize Subsections 10.41, 10.42 and 10.43 to allocate nominated quantities of gas.

A nomination line item that has 1) its Point of Receipt and its Point of Delivery within the Transportation Path and 2) its nominated flow direction is in the Transportation Path direction shall be referred to as an In-Path, In-Direction (IPID) nomination line item.

A nomination line item that has 1) its Point of Receipt and/or its Point of Delivery outside the Transportation Path and 2) its nomination flow direction is in the Transportation Path direction shall be referred to as an Out-of-Path, In-Direction (OPID) nomination line item.

A nomination line item that has 1) its Point of Receipt and its Point of Delivery within the Transportation Path and 2) its nominated flow direction is opposite of the Transportation Path direction shall be referred to as an In-Path, Out-of-Direction (IPOD) nomination line item.

A nomination line item that has 1) its Point of Receipt and/or its Point of Delivery outside of the Transportation Path and 2) its nomination flow direction is opposite of the Transportation Path direction shall be referred to as an Out-of-Path, Out-of-Direction (OPOD) nomination line item.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.41 Allocation of Constrained Forwardhaul Pipeline Capacity

In those instances in which the aggregate quantity of all validated nominations in a Forwardhaul 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 following order:

(a) Shipper imbalance.

(b) Nominations with a Backhaul flow direction at the constrained pipeline location. Such nominations will be initially allocated capacity given that they potentially create capacity at the constrained location.

(i) IPID Rate Schedule T-1B firm transportation nominations.

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

If all available displacement capacity is allocated to this nomination class, Company will allocate Forwardhaul capacity starting with Subsection 10.41(c) below.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.41 Allocation of Constrained Pipeline Capacity

In those instances in which the aggregate quantity of all validated nominations 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 following order:

(a) IPID Rate Schedule T-1/T-1B firm transportation nominations.

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

(b) IPOD Rate Schedule T-1/T-1B firm transportation nominations.

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

(c) OPID Rate Schedule T-1/T-1B firm transportation nominations.

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

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.41 Allocation of Constrained Forwardhaul Pipeline Capacity (Continued)

(ii) IPOD Rate Schedule T-1/T-1R firm transportation nominations.

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

If all available displacement capacity is allocated to this nomination class, Company will allocate Forwardhaul capacity starting with Subsection 10.41(c) below.

(iii) OPID Rate Schedule T-1B firm transportation nominations.

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

If all available displacement capacity is allocated to this nomination class, Company will allocate Forwardhaul capacity starting with Subsection 10.41(c) below.

(iv) OPOD Rate Schedule T-1/T-1R firm transportation nominations.

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

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.41 Allocation of Constrained Pipeline Capacity (Continued)

(d) OPOD Rate Schedule T-1/T-1B firm transportation nominations.

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

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.41 Allocation of Constrained Pipeline Capacity (Continued)

(e) Rate Schedule IT-1 interruptible nominations.

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.

10.42 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 Point of Receipt or deliver gas at a specific Point of Delivery, Company will allocate capacity to the validated nominations at the constrained point location in the following order:

(a) 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.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.41 Allocation of Constrained Forwardhaul Pipeline Capacity (Continued)

(ii) Rate Schedule IT-1 interruptible nominations feeding Rate Schedule T-1/T-1R firm Forwardhaul nominations.

Such nomination class will be supported by Company until October 31, 2003.

On November 1, 2003, all Rate Schedule IT-1 Forwardhaul interruptible nominations that feed Rate Schedule T-1/T-1R firm Forwardhaul nominations will be classified as Rate Schedule IT-1 interruptible nominations and will be allocated capacity pursuant to Subsection 10.41(c)(vi).

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.

(iii) IPOD Rate Schedule T-1B firm nominations.

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

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.42 Allocation of Point Capacity (Continued)

(b) 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.

(c) 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.

(d) Operational Purchases and Sales of Gas

If required, Company shall prioritize nominations within this nomination class on the basis that 1) the lowest price paid by Company for operational gas will receive a higher queue position than the price paid by Company at a higher rate and 2) the highest price sold by Company for operational gas will receive a higher queue position that the price sold by Company at a lower rate.

Pro rata allocation of capacity within this nomination class for two or more parties at an equal rate, based on validated quantities.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.42 Allocation of Point Capacity (Continued)

(e) 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.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.43 Allocation of Compression Service Capacity

In those instances, in which the aggregate quantity of all validated nominations exceed the physical capacity of a compressor station rendering service under a specific compression rate schedule set forth in Company's Tariff, Company will allocate capacity to the validated nominations at the constrained compressor in the following order:

(a) Firm Nominations

Pro rata allocation of capacity within this nomination class, if necessary, shall be based upon Shipper's Maximum Receipt Quantity at such compressor station as set forth in Exhibit A of the applicable compression service agreement.

(b) Interruptible Nominations

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

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FERC Docket: RP00-403-004

Substitute Second Revised Sheet No. 252 Substitute Second Revised Sheet No. 252 : Effective
Superseding: First Revised Sheet No. 252

Sheet No. 252 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.42 Allocation of Constrained Backhaul Capability

In those instances in which the aggregate quantity of all validated nominations in a Backhaul direction exceed the operational capability 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 following order:

(a) Shipper imbalance.

(b) Nominations with a Forwardhaul flow direction at the constrained pipeline location. Such nominations will be initially allocated capacity given that they potentially create capacity at the constrained location.

(i) IPID Rate Schedule T-1/T-1R firm transportation nominations.

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

If all available displacement capacity is allocated to this nomination class, Company will allocate Backhaul capacity starting with Subsection 10.42(c) below.

(ii) Rate Schedule IT-1 interruptible nominations feeding Rate Schedule T-1/T-1R firm Forwardhaul nominations.

Such nomination class will be supported by Company until October 31, 2003.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.42 Allocation of Constrained Backhaul Capability (Continued)

On November 1, 2003, all Rate Schedule IT-1 interruptible Forwardhaul nominations that feed Rate Schedule T-1/T-1R firm Forwardhaul nominations will be classified as Rate Schedule IT-1 interruptible nominations and will be allocated capacity pursuant to Subsection 10.42(b)(vi).

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 Maximum Receipt Quantity.

If all available displacement capacity is allocated to this nomination class, Company will allocate Backhaul capacity starting with Subsection 10.42(c) below.

(iii) IPOD Rate Schedule T-1B firm transportation nominations.

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

Sheet No. 254 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.42 Allocation of Constrained Backhaul Capability (Continued)

If all available displacement capacity is allocated to this nomination class, Company will allocate In-Direction capacity starting with Subsection 10.42(c) below.

(iv) OPID Rate Schedule T-1/T-1R firm transportation nominations.

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

If all available displacement capacity is allocated to this nomination class, Company will allocate In-Direction capacity starting with Subsection 10.42(c) below.

(v) OPOD Rate Schedule T-1B firm transportation nominations.

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

If all available displacement capacity is allocated to this nomination class, Company will allocate In-Direction capacity starting with Subsection 10.42(c) below.

Sheet No. 255 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.42 Allocation of Constrained Backhaul Capability (Continued)

(vi) Rate Schedule IT-1 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.

(c) Nominations with a Backhaul flow direction at the constrained pipeline location. Company will cease the allocation process at the step in which all constrained Backhaul capacity has been allocated.

(i) IPID Rate Schedule T-1B firm transportation nominations.

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

Sheet No. 256 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.42 Allocation of Constrained Backhaul Capability (Continued)

(ii) IPOD Rate Schedule T-1/T-1R firm nominations.

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

(iii) OPID Rate Schedule T-1B firm transportation nominations.

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

(iv) OPOD Rate Schedule T-1/T-1R firm nominations.

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

(v) Rate Schedule IT-1 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.

Sheet No. 256A is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.42 Allocation of Constrained Backhaul Capability (Continued)

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

10.43 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 Point of Receipt or deliver gas at a specific Point of Delivery, Company will allocate capacity to the validated nominations at the constrained point location in the following order:

(a) Shipper imbalance.

(b) Quantities nominated in the opposite direction of the net nominated quantity at the constrained point location. Such nominations will be initially allocated capacity given that they potentially add capacity at the point in the direction of the constraint.

Nominations within this nomination class will be prioritized based on the following order:

(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.

Sheet No. 256B is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.43 Allocation of Point Capacity (Continued)

If all available capacity in the opposite direction of the constraint is allocated to this nomination class, Company will allocate in-direction capacity starting with Subsection 10.43(c) below.

(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 capacity in the opposite direction of the constraint is allocated to this nomination class, Company will allocate in-direction capacity starting with Subsection 10.43(c) below.

(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 capacity in the opposite direction of the constraint is allocated to this nomination class, Company will allocate in-direction capacity starting with Subsection 10.43(c) below.

Sheet No. 256C is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.43 Allocation of Point Capacity (Continued)

(iv) 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.

(c) Quantities nominated in the same direction as the net nominated quantity at the constrained point location. Company will cease the allocation process at the step in which all constrained point capacity has been allocated.

Nominations within this nomination class will be prioritized based on the following order:

(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.

Sheet No. 256D is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.43 Allocation of Point Capacity (Continued)

(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.

(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.

(iv) 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.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.44 Confirmation Principles/Standards

With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the previously scheduled quantity shall be the new confirmed quantity. [1.3.22/v1.3]

With respect to the processing of requests for increases during the intra-day nomination/ confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity shall be the new confirmed quantity. [1.3.22/v1.3]

With respect to the processing of requests for decreases during the intra-day nomination/ confirmation process, in the absence of an agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity, but in any event no less that the elapsed-prorated-scheduled quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity shall be the new confirmed quantity. [1.3.22/v1.3]

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.44 Confirmation Principles/Standards

With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the previously scheduled quantity shall be the new confirmed quantity. [1.3.22]

With respect to the processing of requests for increases during the intra-day nomination/ confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity shall be the new confirmed quantity. [1.3.22]

With respect to the processing of requests for decreases during the intra-day nomination/ confirmation process, in the absence of an agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity, but in any event no less that the elapsed-prorated-scheduled quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity shall be the new confirmed quantity. [1.3.22]

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.44 Confirmation Principles/Standards (Continued)

With respect to the above confirmation rules, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, Company shall provide the Service Requester with the following information to explain why the nomination failed, as applicable:

(i) Company did not conduct the confirmation;

(ii) The upstream Confirming Party did not conduct the confirmation;

(iii) The upstream Service Requester did not have the gas or submit the nomination;

(iv) The downstream Confirming Party did not conduct the confirmation;

(v) The downstream Service Requester did not have the market or submit the nomination.

This information shall be imparted to the Service Requester on the Scheduled Quantity document. [1.3.22/v1.3]

Ranking shall be included in the list of data elements. Company shall use Service Requester provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules. [1.3.23/v1.1]

The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. [1.3.40/v1.3]

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.44 Confirmation Principles/Standards (Continued)

With respect to the above confirmation rules, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, Company shall provide the Service Requester with the following information to explain why the nomination failed, as applicable:

(i) Company did not conduct the confirmation;

(ii) The upstream Confirming Party did not conduct the confirmation;

(iii) The upstream Service Requester did not have the gas or submit the nomination;

(iv) The downstream Confirming Party did not conduct the confirmation;

(v) The downstream Service Requester did not have the market or submit the nomination.

This information shall be imparted to the Service Requester on the Scheduled Quantity document. [1.3.22]

Ranking shall be included in the list of data elements. Company shall use Service Requester provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules. [1.3.23]

The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. [1.3.40]

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.45 Initiation of Confirmation

The receiver of a nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation for the sender to send. [1.3.20]

For request to confirm and confirmation response processes, all parties will seek to confirm by means of communicating at the applicable detail/summary level all transactions with respect to a location. [1.3.35]

Sheet No. 257A.01 is being
reserved for future use.

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.4 Capacity Allocation and Confirmation Process (Continued)

10.46 Timing of Confirmation

When a Confirmation Requester receives a Confirmation Response document from a Confirming Party by the conclusion of a given quarter hour period, the Confirmation Requester will send to the Confirming Party's designated site a corresponding Confirmation Response Quick Response document by the conclusion of the subsequent quarter hour period. [1.3.45]

The quarter hour periods will be defined to begin on the hour and at 15, 30 and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour. [1.3.45]

10.47 Departure from Confirmation Deadlines

Confirming Parties' nightly processing and routine maintenance occurring outside normal business hours are apt to interrupt the normal schedule of confirmations/quick response turnaround stated in NAESB WGQ Standard 1.3.45 (see 10.46). Such delays shall be kept to a minimum. The normal schedule shall be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week. [1.3.46]

10.48 Stranded Nomination

A nomination at an in-line Transfer Point may become isolated from its supply or market component as part of the confirmation process.

Company will attempt to contact the Nominating Party who has a stranded nomination to see if the Transfer Point requested can be changed to its corresponding physical point (no increase in transportation mileage). If such a nomination change cannot be made and confirmed in a timely manner, the stranded nomination will not be scheduled.

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.5 Scheduling

Once Company and Interconnected Party have completed the confirmation process, and both parties agree to the confirmation results, the confirmed nominations are deemed scheduled. The scheduling results will be communicated to both the Interconnected Party and Nominating Party pursuant to the NAESB WGQ standard scheduling timeline.

When a previously confirmed and scheduled quantity is altered, notification of such alteration shall be provided to all of the parties below that are affected:

(i) Confirmation Requester in a Confirmation Response (or unsolicited Confirmation Response as applicable) document by the Confirming Party;

(ii) Confirming Party in a Request for Confirmation document by the Confirmation Requester;

(iii) Service Requester(s) in a Scheduled Quantity document by the applicable Confirming Party or Confirmation Requester on whose system the Service Requester(s) nomination(s) were made.

Applicable notification(s) of such alterations shall be provided to the affected parties reasonably proximate in time to the time during which the event causing the alteration was acted upon by the Confirmation Requester or Confirming Party, respectively. With respect to the implementation of the process via the 1.4.X standards, Confirming Parties shall send the applicable document(s) to the applicable party(ies) no later than the next time they are slated to communicate confirmations or scheduled quantities (as applicable).

[1.3.44]

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.6 Interruption of Service

Company shall at all times attempt to operate, or cause to be operated, its pipeline system in a manner designed to make possible, as nearly as practicable, continuous receipt of gas from, and delivery of gas to, Shipper in the respective quantities provided for in Shipper's Agreement.

10.61 Full Interruption of Service

A full interruption of service occurs when all or a portion of Company's pipeline system capacity (mainline and/or point) is unavailable for scheduling as a result of force majeure or non-routine maintenance, repairs, and/or cause, whether similar or dissimilar. All capacity shall be interrupted within the affected portion of Company's pipeline system.

10.62 Partial Curtailment of Service

A partial curtailment of service occurs when Company's pipeline system capacity (mainline and/or point) is reduced as a result of force majeure or non-routine maintenance, repairs, and/or other cause, whether similar or dissimilar.

Reduced capacity shall, during the period of the restriction, be curtailed within the affected portion of Company's pipeline system capacity first to the last priority classification scheduled pursuant to the capacity priority queue as detailed in Subsection 10.42 hereof, and the sequentially in reverse order.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.6 Interruption of Service (Continued)

10.62 Partial Curtailment of Service (Continued)

Once scheduled, Shippers with secondary capacity scheduling rights at a given point shall be considered to have an equal curtailment allocation priority with Shippers with primary capacity scheduling rights at such point.

10.63 Service Reduction Due to an Operational Flow Order

(a) Circumstances Warranting Issuance of an OFO

Company shall have the right to issue an OFO, requiring actions by Shippers in order 1) to alleviate conditions that threaten the integrity of Company's system, 2) to maintain pipeline operations at pressures required to provide efficient and reliable transportation service, 3) to have adequate system line pack, and 4) to maintain service to all firm Shippers.

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

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

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.6 Interruption of Service (Continued)

10.63 Service Reduction Due to an Operational Flow Order (Continued)

(ii) The receipt of gas that does not conform to Company's quality standards, as specified in Subsection 5.1 of the General Terms and Conditions.

(iii) The receipt of gas that does not conform to the maximum and minimum temperatures as specified in Subsections 2.3 and 2.4 of the General Terms and Conditions.

(iv) Shippers utilizing a pressure controlled point on Company's system who fail to adjust their nominated quantities within a Gas Day to reflect the actual load pattern, plus or minus the mutually agreed upon and posted tolerance level for such location. In the event there is no mutually agreed upon tolerance level, then the tolerance level shall be 5% of Historical Flow Quantity at such point.

(b) Applicability of OFO

Company shall make an OFO as localized as is reasonably practicable based on Company's reasonable judgment concerning the situations requiring remediation. Furthermore, Company will tailor the OFO to match the severity of the known or anticipated operational problem requiring remediation.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.6 Interruption of Service (Continued)

10.63 Service Reduction Due to an Operational Flow Order (Continued)

(c) 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 the cumulative operational imbalance(s) related to such OBA(s) exceeds the cumulative imbalance tolerance level agreed to by Company and the Interconnected Party(ies), and neither the Interconnected Party(ies) or the related Shippers are actively addressing the problem, Company shall then issue an OFO watch for such location. In the event there is no agreed upon cumulative imbalance tolerance level, then the cumulative imbalance tolerance level shall be 10% of the Historical Flow Quantity at such point.

Affected parties shall be directly notified 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 Interconnected Party(ies) and/or prepare alternative arrangements in the event an OFO is issued.

(d) Issuance of OFO

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

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.6 Interruption of Service (Continued)

10.63 Service Reduction Due to an Operational Flow Order (Continued)

An OFO can be issued to effect either the curtailment of interruptible services and/or the forced balancing of nominations and actual flows, such that receipts and deliveries fall within the tolerance level designated within the OFO watch, or that gas is received and delivered in uniform hourly quantities during the Gas Day.

Company shall not issue an OFO to Forwardhaul Shippers to create displacement capacity for Backhaul service.

(e) Shipper Compliance

The Shipper 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. However, Shipper cannot be required by Company to physically transport gas quantities to alleviate an OFO condition.

(f) 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 23.32 of the General Terms and Conditions of this Gas Tariff.

Due to the immediate corrective nature of the OFO, the 45-day imbalance correction period discussed in Subsection 23.32 does not apply.

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

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.6 Interruption of Service (Continued)

10.63 Service Reduction Due to an Operational Flow Order (Continued)

(g) Failure to Comply

In the event that Shipper 1) does not respond to an OFO, or 2) the actions taken are insufficient to correct the system problem for which the OFO was issued, or 3) 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).

(h) Charge for Failure to Comply

If a Shipper fails to comply with an OFO it will be subject to a daily Failure to Comply 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.

(i) A Shipper shall not incur any charges or penalties if such charges or penalties resulted from Shipper's compliance with an OFO, including any preliminary action taken by Shipper in response to an OFO watch issued by Company as a precondition to an OFO. Shipper shall not incur any charges or penalties if Shipper was not given reasonable time to comply with the OFO.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.6 Interruption of Service (Continued)

10.64 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. Following the end of the OFO, Company shall post on the Internet web site a report detailing all circumstances leading to the issuance of the OFO and its subsequent lifting of such OFO.

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.

11. WAIVERS

No waiver by either Company or Shipper of any one or more defaults by the other in the performance of any provisions of Shipper's Agreement shall operate or be construed as a waiver of any subsequent or other default or defaults, whether of a like or of a different character.

Company may waive any rights hereunder or any obligations of Shipper applicable to any specific default that has already occurred, or case-by-case in advance of any specific, temporary operational problem, on a basis which 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.

12. SEPARATE LIABILITY OF SHIPPER

The execution of an Agreement by Shipper shall result in Shipper undertaking obligations of a separate nature, and shall not be deemed to cause a joint, or joint and several, obligation vis a vis any one or more other Shippers.

GENERAL TERMS AND CONDITIONS

10. NOMINATIONS/CONFIRMATIONS/SCHEDULING/INTERRUPTION OF SERVICE (Continued)

10.6 Interruption of Service (Continued)

10.63 Service Reduction Due to an Operational Flow Order (Continued)

(ii) Net penalty revenue will be credited to all Shippers in the Billing Month corresponding to the Production Month in which the penalty was incurred. Such credit shall be allocated on the basis of the Dekatherm-miles transported for the Production Month in which the penalty occurred.

(i) Liability of Company

Company shall not be liable for any costs incurred by Shipper in complying with an OFO. Company shall not be responsible for any damages that result from any interruption in Shipper's service that is a result of a Shipper's failure to comply promptly and fully with an OFO, and the noncomplying Shipper 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

13. DELIVERIES OF GAS

13.1 Delivery of Commingled Gas

It is recognized that the gas delivered by Shipper to Company under Shipper's Agreement will be commingled in Company's pipeline with gas received by Company from other Shippers under their Agreements, and that the gas which Company will deliver to Shipper may not be the identical gas which Shipper shall deliver to Company. So long as the gas delivered by Company to Shipper meets the specifications set forth in the General Terms and Conditions, such gas may be gas from any other source in lieu of all or any part of said gas delivered by Shipper to Company.

13.2 Delivery Obligation

Beginning on Shipper's Billing Commencement Date and ending on the termination date set forth in the Agreement, Company shall deliver to Shipper a quantity of gas which has an aggregate Btu content equal to all gas received by Company

GENERAL TERMS AND CONDITIONS

13. DELIVERIES OF GAS (Continued)

13.2 Delivery Obligation (Continued)

from Shipper pursuant to Article 1 of Shipper's Agreement minus Shipper's share of estimated Company Use Gas.

In the alternative, Shipper may elect to purchase its share of estimated Company Use Gas from another Person. The Person shall cause delivery of such gas volumes to Company for the account of the Shipper making such an election at a point(s) agreed to by Company. When a Shipper elects to purchase all or part of its share of estimated Company Use Gas delivery of gas volumes by Company to Shipper as described above shall not be reduced accordingly.

Shipper's share of estimated Company Use Gas shall be the product of the Shipper's scheduled forwardhaul receipt nominations multiplied by the Company Use Gas Percentage stated for the applicable Point of Receipt and Point of Delivery.

13.3 Beginning of Delivery Obligation

Company shall have no obligation to deliver gas to Shipper prior to Shipper's Billing Commencement Date.

GENERAL TERMS AND CONDITIONS

13. DELIVERIES OF GAS (Continued)

13.4 Daily Deliveries

Company, subject to operating conditions affecting Shipper and Company and the available capacity of their respective facilities, shall endeavor to deliver to Shipper on each day beginning with Shipper's Billing Commencement Date that quantity of gas computed as provided in Subsection 13.2 hereof. It is recognized, however, that Company may not deliver to Shipper on each or any day the exact quantity provided for above. Company shall allocate deviations from such quantity among Shippers based on existing conditions and consultation with the Shippers concerned. If Company, on any day, delivers to Shipper a quantity of gas different from that described in the first sentence of this Subsection 13.4, Company shall, as soon as practicable

GENERAL TERMS AND CONDITIONS

13. DELIVERIES OF GAS (Continued)

13.4 Daily Deliveries (Continued)

thereafter, make adjustment for the Btu content of such difference by appropriately increasing or decreasing the quantity of gas delivered to Shipper on one or more subsequent days.

13.5 Allocation of Deliveries

If Shipper has more than one Point of Delivery, it shall each day designate the portion of the gas to be delivered to it on such day which it desires to receive at each such Point of Delivery and Company shall endeavor to make deliveries in accordance with such designation; provided that Company shall not be obliged to deliver to Shipper, or Shipper to receive from Company, at any of such Points of Delivery on any day a quantity of gas in excess of Shipper's Daily Delivery Quantity for such Points of Delivery for such day.

GENERAL TERMS AND CONDITIONS

14. WARRANTY AS TO DELIVERY RIGHT

Shipper warrants 1) its right to deliver to Company pursuant to and for the purposes described in Shipper's Agreement, all gas that Company receives from Shipper, 2) that it shall have good title to all gas delivered to Company and 3) it shall indemnify and save harmless Company against claims, liability, loss or damage which Company may incur or suffer as a result of the lack of such right or other breach of such warranty or any claim made against Company by any Person asserting an interest in such gas.

GENERAL TERMS AND CONDITIONS

15. RESPONSIBILITY FOR GAS

As between Shipper and Company, Company shall be responsible for all gas delivered to it by Shipper between the time such gas is received by it from Shipper at any Point of Receipt and the time gas is delivered to Shipper by Company at any Point of Delivery, and at no other time.

15.1 Point of Receipt

The point of custody transfer at each Point of Receipt shall be on the inlet side of the measurement station at such Point of Receipt or at such other point as may be agreed between Company and Shipper, or all Shippers who utilize such Point of Receipt.

15.2 Point of Delivery

The point of custody transfer at each Point of Delivery shall be on the outlet side of the measurement station at such Point of Delivery or at such other point as may be agreed upon between Company and Shipper, or all Shippers who utilize such Point of Delivery.

16. FERC ANNUAL CHARGE ADJUSTMENT PROVISION

16.1 Pursuant to Section 3401 of the Omnibus Budget Reconciliation Act of 1986, the FERC instituted a program of assessing annual charges to facilitate recovery of FERC costs incurred each fiscal year. Pursuant to Part 154.402 of the FERC's Regulations, Company intends to recover the charges assessed by the FERC through this Annual Charge Adjustment (ACA) provision and not through an NGA Section 4(e) rate filing. This Section 16 provides for a charge applicable to transportation deliveries, under a Shipper's transportation Agreement pursuant to Company's Rate Schedules, of gas made by Company at Company's physical delivery points.

16. FERC ANNUAL CHARGE ADJUSTMENT PROVISION (Continued)

16.1 (Continued)

This Subsection 16.1 provides for the calculation of an ACA Charge on a monthly basis. Company shall compute the Shipper's monthly ACA Charge in the following manner:

1.) Company's total transportation deliveries in Dekatherms for the Production Month, multiplied by the FERC ACA charge factor as shown on the Statement of Rates. The result is Company's total FERC ACA charge for such Production Month.

2.) Company shall calculate each Shipper's ACA Charge for a Production Month by multiplying the Company's total FERC ACA charge for such Production Month by a fraction, the numerator of which is Shipper's actual Dekatherm-miles transported for such Production Month and the denominator of which is Company's total Dekatherm-miles for all transportation rate schedules for such Production Month.

16.2 FERC Annual Charge Adjustment: Such charge shall be that ACA unit charge amount authorized from time to time by the FERC for such purposes. The ACA charge shall be effective on the applicable adjustment date provided in Subsection 16.3 hereof without suspension, reduction or refund obligations.

16.3 Adjustment date: The adjustment date under this Section 16 shall be the date permitted by the FERC. On and after the adjustment date, Company shall, in accordance with the provisions of this Section 16, increase or decrease the charge applicable to each affected Rate Schedule so as to include the approved ACA charge factor that shall be used to calculate the amount to be collected during the period preceding the next adjustment date.

16.4 Time and manner of filing and related reports: Company shall file the initial ACA charge factor and subsequent changes in such adjustment at least thirty (30) days prior to the proposed effective date by means of revised tariff sheet identified on the Statement of Rates. Such filing shall identify the amount of said adjustment. Such filing shall be posted as defined by the FERC and shall be served upon each of Company's affected Shippers served under Company's Rate Schedules and upon interested State regulatory agencies.

GENERAL TERMS AND CONDITIONS

17. RECEIPT AND DELIVERY POINT FLEXIBILITY/SEGMENTATION

17.1 Flexible Point Rights

A Shipper, or its agent, may, pursuant to its Service Agreement, nominate any Point of Receipt or Delivery (physical, logical or transfer point) on Company's pipeline system.

All Points of Receipt and Delivery within a Shipper's Transportation Path are granted a higher capacity allocation priority than Points of Receipt and Delivery outside a Shipper's Transportation Path.

The portion of a scheduled nomination outside of a Shipper's Transportation Path shall be subject to an incremental Out of Transportation Path Charge pursuant to the terms of the applicable Rate Schedule.

17.2 Point Capacity Scheduling Rights Under Service Agreements

17.21 Primary Capacity Scheduling Rights

Shipper's primary capacity scheduling rights will be initially located at the Point of Receipt and Point of Delivery that define such Shipper's Transportation Path.

Shipper shall receive primary capacity scheduling rights for a quantity of gas equal to such Shipper's Total/Agreed Maximum Receipt Quantity.

17.22 Relocation and/or Addition of Primary Capacity Scheduling Rights

Subject to the availability of firm point capacity on Company's system, a Shipper shall have the ability to relocate or add primary capacity scheduling rights at one or more Points of Receipt or Delivery within its Transportation Path up to a quantity of gas equal to the Shipper's Total/Agreed Maximum Receipt Quantity.

GENERAL TERMS AND CONDITIONS

17. RECEIPT AND DELIVERY POINT FLEXIBILITY/SEGMENTATION (Continued)

17.3 Segmentation Rights (Continued)

17.32 Segmentation via Capacity Release (Continued)

Subject to the availability of firm point capacity on Company's system in the direction of flow specified in a Releasing or Replacement Shipper's Transportation Path resulting from a capacity release, such Shipper shall have the ability to elevate the scheduling rights from secondary to primary at one or more Points of Receipt or Delivery within its Transportation Path up to a total quantity of gas equal to the Releasing Shipper's or Replacement Shipper's Total/Agreed Maximum Receipt Quantity.

Such Shipper may submit a request to Company to elevate its scheduling rights no later than 1:00 p.m. CCT on the day before nominations are due.

Company shall elevate the secondary capacity rights to primary capacity scheduling rights to the extent that firm point capacity exists at the Point(s) of Receipt or Delivery requested by Replacement or Releasing Shipper pursuant to Subsection 17.22. Company shall notify Replacement/Releasing Shipper of its ability or inability to elevate the scheduling rights. Such notification shall be made at least one hour before the timely cycle nominations are due.

The use of segmentation shall not result in an increase in Shipper's contracted rights.

Company will not permit a Shipper to segment capacity via the capacity release process when the Transportation Path segments requested by the Shipper exceed the Total/Agreed Maximum Receipt Quantity of the underlying Service Agreement at a pipeline location, within or outside of its Transportation Path. However, a segmented transaction consisting of a forwardhaul and backhaul to the same Point of Receipt or Delivery may exceed the Total/Agreed Maximum Receipt Quantity of the underlying Service Agreement.

GENERAL TERMS AND CONDITIONS

17. RECEIPT AND DELIVERY POINT FLEXIBILITY/SEGMENTATION (Continued)

17.3 Segmentation Rights (Continued)

17.32 Segmentation via Capacity Release (Continued)

Subject to the availability of firm point capacity on Company's system in the direction of flow specified in a Releasing or Replacement Shipper's Transportation Path resulting from a capacity release, such Shipper shall have the ability to elevate the scheduling rights from secondary to primary at one or more Points of Receipt or Delivery within its Transportation Path up to a total quantity of gas equal to the Shipper's Total/Agreed Maximum Receipt Quantity.

Such Shipper may submit a request to Company to elevate its scheduling rights no later than 1:00 p.m. CCT on the day before nominations are due.

Company shall elevate the secondary capacity rights to primary capacity scheduling rights to the extent that firm point capacity exists at the Point(s) of Receipt or Delivery requested by Replacement or Releasing Shipper and when no generally available capacity exists pursuant to Subsection 17.22. Company shall notify Replacement/Releasing Shipper of its ability or inability to elevate the scheduling rights. Such notification shall be made at least one hour before the timely cycle nominations are due.

The use of segmentation shall not result in an increase in Shipper's contracted rights.

Company will not permit a Shipper to segment capacity via the capacity release process when the Transportation Path segments requested by the Shipper exceed the Total/Agreed Maximum Receipt Quantity of the underlying Service Agreement at any pipeline location, within or outside of its Transportation Path, or when such request at any Point of Receipt or Delivery exceeds the Total/Agreed Maximum Receipt Quantity of the underlying Service Agreement.

GENERAL TERMS AND CONDITIONS

17. RECEIPT AND DELIVERY POINT FLEXIBILITY/SEGMENTATION (Continued)

17.2 Point Capacity Scheduling Rights Under Service Agreements (Continued)

17.22 Relocation and/or Addition of Primary Capacity Scheduling Rights (Continued)

Shipper may submit a request to Company to relocate or add its primary capacity scheduling rights within its Transportation Path. The term of the relocation period will be included in the request. Such request must be made no later than 1:00 p.m. CCT on the day before nominations are due.

Company shall relocate or add the primary capacity scheduling rights to the extent firm point capacity exists at the Point(s) of Receipt or Delivery requested by Shipper. If on any day a timely request(s) is made to relocate and/or add the requested Point of Receipt or Delivery and insufficient firm capacity exists at such Point of Receipt or Delivery, the available capacity at such requested point will be allocated pro rata to the requesting Shipper(s) based on Total/Agreed Maximum Receipt Quantity. Company shall notify Shipper of its ability or inability to relocate primary scheduling rights. Such notification of Company's ability or inability to relocate primary scheduling rights, 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.

Shipper retains the option to return to its initial primary capacity scheduling rights position at the end of the relocation period.

GENERAL TERMS AND CONDITIONS

17. RECEIPT AND DELIVERY POINT FLEXIBILITY/SEGMENTATION (Continued)

17.2 Point Capacity Scheduling Rights Under Service Agreements (Continued)

17.22 Relocation and/or Addition of Primary Capacity Scheduling Rights (Continued)

Shipper may submit a request to Company to relocate or add its primary capacity scheduling rights within its Transportation Path. The term of the relocation period will be included in the request. Such request must be made no later than 1:00 p.m. CCT on the day before nominations are due.

Company shall relocate or add the primary capacity scheduling rights to the extent firm point capacity exists at the Point(s) of Receipt or Delivery requested by Shipper and when no generally available pipeline capacity exists. If on any day a timely request(s) is made to relocate and/or add the requested Point of Receipt or Delivery and insufficient firm capacity exists at such Point of Receipt or Delivery, the available capacity at such requested point will be allocated pro rata to the requesting Shipper(s) based on Total/Agreed Maximum Receipt Quantity. Company shall notify Shipper of its ability or inability to relocate primary scheduling rights. Such notification of Company's ability or inability to relocate primary scheduling rights, 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.

If the establishment of primary capacity scheduling rights at a given Point of Receipt or Delivery creates an operational constraint at such location, the establishment of the primary capacity scheduling rights will be subject to the Company obtaining consent from the affected Shipper(s) prior to implementing any primary capacity scheduling rights changes.

Shipper retains the option to return to its initial primary capacity scheduling rights position at the end of the relocation period.

GENERAL TERMS AND CONDITIONS

17. RECEIPT AND DELIVERY POINT FLEXIBILITY/SEGMENTATION (Continued)

17.2 Point Capacity Scheduling Rights Under Service Agreements (Continued)

17.22 Relocation and/or Addition of Primary Capacity Scheduling Rights (Continued)

During the term of the relocation of primary capacity scheduling rights, Company reserves the right to sell the remaining capacity for the term of the relocation period.

17.23 Obligations Under Relocation and/or Addition of Primary Capacity Scheduling Rights

Shipper's charges, as determined in accordance with the terms of its Service Agreement and applicable Rate Schedule, shall not be affected by the relocation and/or addition of primary capacity scheduling rights.

GENERAL TERMS AND CONDITIONS

17. RECEIPT AND DELIVERY POINT FLEXIBILITY/SEGMENTATION (Continued)

17.2 Point Capacity Scheduling Rights Under Service Agreements (Continued)

17.23 Obligations Under Relocation and/or Addition of Primary Capacity Scheduling Rights (Continued)

However, if a Shipper requests a permanent relocation of primary capacity scheduling rights outside of its currently effective Transportation Path, such a requested permanent change in primary capacity scheduling rights is subject to available capacity, executing an amendment to its Service Agreement and meeting the requirements under their applicable Rate Schedules in order to effectuate a permanent change in its Transportation Path. The amended Service Agreement will encompass any resulting additional transportation charge associated with the permanent change.

The relocation of primary capacity scheduling rights within Shipper's Transportation Path shall not result in either an increase or decrease in Shipper's contracted rights.

GENERAL TERMS AND CONDITIONS

17. RECEIPT AND DELIVERY POINT FLEXIBILITY/SEGMENTATION (Continued)

17.2 Point Capacity Scheduling Rights Under Service Agreements (Continued)

17.23 Obligations Under Relocation and/or Addition of Primary Capacity Scheduling Rights (Continued)

The Points of Receipt and Delivery within a Shipper's Transportation Path that do not have primary capacity scheduling rights are automatically assigned Secondary, In-Path (SIP) capacity scheduling rights by Company.

The Points of Receipt and Delivery outside of a Shipper's Transportation Path are automatically assigned Secondary, Out-of-Path (SOP) capacity scheduling rights by Company.

17.3 Segmentation Rights

17.31 Segmentation via Nomination

A Shipper, or its Agent, may segment its Transportation Path into separate parts for its own use through the nomination process, to the extent such segmentation is operationally feasible.

Company will not permit a Shipper, or its Agent, to segment capacity via the nomination process when the nominations by such party exceed the Total/Agreed Maximum Receipt Quantity of the underlying Service Agreement at a pipeline location, within or outside of its Transportation Path. However, a segmented nominations consisting of a forwardhaul and backhaul to the same Point of Receipt or Delivery for a given nomination cycle may exceed the Total/Agreed Maximum Receipt Quantity of the underlying Service Agreement.

17.32 Segmentation via Capacity Release

A Shipper may segment its Transportation Path for the purpose of releasing capacity in accordance with Section 27 of the General Terms and Conditions of Company's FERC Gas Tariff to the extent such segmentation is operationally feasible.

18. COORDINATION

Company shall make such arrangements with all Persons, including the Nominating Party and the Interconnected Party(s), as may be required to ensure proper coordination of the gas control and other operations of Company and interconnecting facilities and as may be desirable to promote the efficient operation of Company's pipeline system. Such arrangements may include provision for consultation among Company and such Persons and mutual inspection of relevant records.

19. FACILITIES POLICY

Unless otherwise agreed to by the parties, Company will not be required to build, modify, operate, own, or contribute to the cost of building or operating any facilities including but not limited to pipeline facilities, taps, metering facilities, valves, looping and/or compression facilities, to Shippers or other Persons, which are not operationally or economically feasible. In the event, Company agrees to either build, operate, own, or contribute to the cost of building any such facilities, Company shall do so on a not unduly discriminatory basis.

19.1 Unless otherwise agreed to by Company, Shipper will be required to reimburse Company, on mutually agreeable terms, for costs associated with constructing and operating the facilities. Such mutually agreed upon reimbursement may be in the form of an incremental rate, an operations fee, a lump sum payment, or a mutually agreed upon method, including reimbursement for any associated tax effects. Company may waive this requirement on a not unduly discriminatory basis.

19.2 Company may pay or contribute to the cost of building or operating facilities requested by Shippers or other Persons when Company determines that by doing so, it will result in an economic benefit, or determines that the project is economically neutral to Company. Company may conclude that a portion of the facilities are economically beneficial. Company will evaluate each prospective project under this policy based upon the incremental cost of service and the incremental revenues which Company estimates will be generated as a result of the project. When estimating incremental revenues to be generated, Company will base those revenues upon transportation rates it expects to be able to charge, net of any surcharges, and the incremental volumes or firm service contracts that will result from the project. Company may consider volumes or firm service contracts to be incremental if the volumes or firm service contracts that will be transported or provided respectively would not otherwise flow through, or be contracted for firm service on Company's system.

GENERAL TERMS AND CONDITIONS

20. NOTICES (Continued)

20.2 System-Wide Notices

System-wide notices have a separate category for notices that are not critical. [5.3.18]

Company shall post system-wide notices. Such notices shall use the standard data elements dictated by the NAESB WGQ and adopted by FERC.

20.3 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]

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.

20.4 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]

Intra-day bump notices shall indicate whether daily penalties apply for the gas day for which quantities are reduced. [1.3.51]

20.5 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]

GENERAL TERMS AND CONDITIONS

20. NOTICES (Continued)

20.2 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 GISB and adopted by FERC.

20.3 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 GISB and adopted by FERC.

Notices shall describe the conditions and the specific responses required from the affected parties.

20.4 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 (GISB 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]

20.5 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]

GENERAL TERMS AND CONDITIONS

19. FACILITIES POLICY (Continued)

19.3 Company will construct and operate facilities subject to the ability to obtain all necessary permits and government approvals. 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 at the request of a Shipper or other Person. Nothing in this policy statement, further, shall prevent Company from contesting an application for service filed pursuant to Section 7(a).

20. NOTICES

20.1 Contractual Notices

Any notice or other communication required to be given or made in writing under an Agreement shall be sufficiently given if reduced to writing and delivered, mailed by prepaid mail, or other mechanical or electronic means of transmitting written messages, to the Person to which it is to be given or made at the address of such Person provided for in Exhibit A to such Agreement or at such other address as shall have last been notified by such Person to the other in the manner provided in this Section 20. Any such notice or other communication which is mailed or sent as aforesaid shall only be considered to be given or made when it is actually received by the Person to which it is given or made.

GENERAL TERMS AND CONDITIONS

20. NOTICES (Continued)

20.5 Electronic Notice Delivery (Continued)

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]

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]

GENERAL TERMS AND CONDITIONS

20. NOTICES (Continued)

20.5 Electronic Notice Delivery (Continued)

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]

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: (1) "Critical", (2) Notice Type label (per GISB Standard 4.3.29), (3) the Notice Effective Date in YYYYMMDD format, (4) the name or abbreviation of Company (excluding commas), and (5) Company's D-U-N-S(R) Number. [5.3.38/v1.4]

Company may offer notification mechanisms in addition to those referenced in GISB 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]

Sheet No. 267A.02 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

21. DEFAULTS

No default in the performance of any of the obligations of Company or Shipper under this Tariff or Shipper's Agreement, nor any action, non-action, concession or indulgence by Company or Shipper shall operate to terminate, cancel, repudiate or surrender this Tariff or Shipper's Agreement, or except as specifically provided in such Agreement, to relieve Company or such Shipper from due and punctual compliance with its obligations thereunder.

22. FORM OF SERVICE AGREEMENTS

Company shall not be obliged to enter into an Agreement with any Person in a form other than the form of Agreement forming part of the Tariff.

23. FLOWING GAS

Company and its trading partners shall accept all standard data elements as specified by NAESB WGQ and adopted by FERC. Such data elements and their usage are detailed in Section 35 of the General Terms and Conditions.

23.1 Pre-Determined Allocations (PDA)/Quick Response

Natural gas is allocated among producers, operators, transporters, shippers, and others after gas flows, using various methodologies to allocate actual quantities. In order to manage the impact of actual quantities variance from scheduled quantities, the specification of the method to be used in allocating actual quantities prior to gas flow is imperative. PDAs accomplish this goal, by securing the agreement of the allocating -- and the allocated -- parties as to the method to be used for computing the allocation, relating scheduled quantities to actual physical flow. The implementation of a PDA clarifies all parties' expectations and responsibilities prior to gas flow.

GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.1 Pre-Determined Allocations (PDA)/Quick Response (Continued)

The PDA Quick Response process shall perform two main functions: 1) to validate the requested allocation methodology, and 2) to quickly report back to the party submitting the PDA whether the requested allocation methodology has been accepted and approved. The Quick Response to the PDA, which will occur electronically, will include any error or warning messages related to the validation of the PDA data elements.

GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.2 Allocation Statements

The determination of the entitlement rights for each particular party of the actual flowing gas moving across any location is accomplished by allocating the actual flow among the parties. Allocations are performed by the operator of the affected location, using the pre-determined allocation method agreed to by the parties involved. The allocation statement is used to communicate the allocation information to the parties involved.

Company shall support daily allocations.

The list of allocation methodology types agreed upon: Ranked, Pro Rata, Percentage, Swing, and Operator Provided Value. [2.3.16]

The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations shall be used as the default method. The party responsible for custody transfer (the party performing the measurement function) shall provide the allocation. [2.3.18]

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GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.3 Shipper Imbalances

23.31 Shipper Imbalance Statements

Allocation information at a contract and point level is provided in the imbalance statement. Imbalance statements shall be generated at the same time or prior to the generation of the transportation invoice.

In the event of a Shipper Imbalance, the imbalance statement shall serve as written notice to the Shipper that such an imbalance exists at the identified location(s).

GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.3 Shipper Imbalances (Continued)

23.32 Shipper Imbalance Resolution (Continued)

at the Chicago, Illinois daily price for the days when the Shipper Imbalance occurs. Any penalty amounts received by Company in the Production Month for settlement of Underdelivery Shipper Imbalances will be credited to all Shippers. Net penalty revenues shall be credited to all Shippers in the Billing Month for the corresponding Production Month in which the penalty was incurred. Such credit shall be allocated on the Dekatherm-miles transported for the Production Month in which the penalty occurred. The credit shall be revenue net of costs received above the 100 percent level of the daily price as referenced in this paragraph.

(f) Overdelivery Retention

If a noticed Shipper Imbalance has not been resolved during the resolution period, and the remaining Shipper Imbalance reflects an Overdelivery, Company shall retain the quantity of gas in excess and use it to reduce Company Use Gas.

23.4 Measurement Information Statement

The measurement information statement is a data set designed to provide information on actual or estimated physical flow moving across a location. A subset of the traditional measurement statement, it does not include data elements utilized to verify the calculation of measured flow.

The cutoff for the closing of measurement is 5 business days after business month. [2.3.7/v1.0]

Measurement data available upstream of aggregated points shall be sent to the allocating party and used to allocate the aggregated volume back to the upstream points. [2.3.8/v1.0]

The measurement information statement shall standardize the reporting basis for BTU as 14.73 dry psia and 60 degrees F (101.325 KPa and 15.6 degrees C). [2.3.9/v1.3]

GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.3 Shipper Imbalances (Continued)

23.32 Shipper Imbalance Resolution (Continued)

Amounts received by Company in the Production Month for settlement of Underdelivery Shipper Imbalances will be credited net of costs, to all Shippers except for the offending Shipper(s). Net penalty revenues shall be credited to all non-offending Shippers in the Billing Month for the corresponding Production Month in which the penalty was incurred. Such credit shall be allocated on the Dekatherm-miles transported for the Production Month in which the penalty occurred excluding the Dekatherm-miles of the offending Shipper(s). The credit shall be all penalty revenue net of costs.

(f) Overdelivery Retention

If a noticed Shipper Imbalance has not been resolved during the resolution period, and the remaining Shipper Imbalance reflects an Overdelivery, Company shall retain the quantity of gas in excess and use it to reduce Company Use Gas.

GENERAL TERMS AND CONDITIONS

24. SEVERABILITY

If any provision of a Shipper's Agreement shall be contrary to or prohibited by applicable law, such provision shall be severable from the remaining provisions of such Agreement and shall be deemed to be deleted therefrom, and all of the provisions of such Agreement which are not contrary to or prohibited by applicable law shall, notwithstanding such deletion, remain in full force and

GENERAL TERMS AND CONDITIONS

24. SEVERABILITY (Continued)

effect. If Subsection 6.4 hereof requires the payment of interest at a rate which exceeds the rate which the Person to whom such interest is required to be paid is permitted under applicable law to receive, or which the Person required to pay such interest is permitted under applicable law to pay, such rate shall be reduced to the highest rate which is permitted under applicable law.

25. SURVIVAL OF OBLIGATION

Notwithstanding the termination of Shipper's Agreement, Shipper and Company shall have the following obligations as such obligations relate to activities undertaken prior to the date Shipper Agreement terminates:

(a) Shipper shall remain liable thereafter to pay all invoices rendered by Company to it under Section 6 hereof in the manner contemplated, and subject to Shipper's rights in respect of such payments provided in such Section;

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Sheet No. 268B.01 is being
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GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.2 Allocation Statements (Continued)

Company shall support single-tier allocations.

The time limitation for disputes of allocations should 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]

GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.3 Shipper Imbalances (Continued)

23.32 Shipper Imbalance Resolution

Resolution to correct Shipper Imbalances shall be required. Shipper Imbalances at differing physical locations on Company's system will be discharged through transportation.

In the event of a Shipper Imbalance, Shipper or its Agent will have 45 days within which to correct such imbalance.

GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.3 Shipper Imbalances (Continued)

23.32 Shipper Imbalance Resolution (Continued)

Company shall support the following methods of Shipper Imbalance resolution:

(a) In-kind

To resolve a Shipper Imbalance due Company, a Shipper, or its Agent, may elect to deliver gas into Company's system at any Point of Receipt.

To resolve a Shipper Imbalance due Shipper, a Shipper, or its Agent, may elect to accept gas from Company's system at any Point of Delivery.

If Shipper creates and discharges an imbalance at the same point, there will be no associated charge for transportation or Company Use Gas.

(b) Netting

Company shall allow a Shipper, or its Agent, to net Shipper Imbalances within the same Operational Impact Area on and across Agreements with such Shipper. [2.3.30]

GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.3 Shipper Imbalances (Continued)

23.32 Shipper Imbalance Resolution (Continued)

(c) 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]

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]

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]

Substitute Original Sheet No. 268A.02 Substitute Original Sheet No. 268A.02 : Effective

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GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.3 Shipper Imbalances (Continued)

23.32 Shipper Imbalance Resolution (Continued)

Shipper Imbalance Trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the Trade. [2.3.47]

Shipper Imbalance Trades are considered final when confirmed by the confirming trader and effectuated by Company. [2.3.47]

Sheet No. 268A.03 is being
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GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.3 Shipper Imbalances (Continued)

23.32 Shipper Imbalance Resolution (Continued)

After receipt of an imbalance Trade confirmation, Company shall send the imbalance Trade notification to the initiating trader and the confirming trader no later than 4:30 p.m. CCT the next business day. [2.3.49]

(d) Underdelivery Cashout

To resolve a Shipper Imbalance due Company, Shipper may elect to reimburse Company for such Underdelivery.

Shipper must provide written notice to Company, within the resolution period, of its desire to cashout all or a portion of the Underdelivery quantity. At such time, Company will post an offer to buy working gas equal to the Underdelivery quantity specified by Shipper to resolve. Company shall select the lowest bid received from qualified bid parties and will facilitate the delivery of such working gas into its system. Company shall post all bids received from qualified bidding parties and select the lowest qualified bid. If the lowest qualified bid is not chosen, explanation and justification of the selected bid will also be posted.

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GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.3 Shipper Imbalances (Continued)

23.32 Shipper Imbalance Resolution (Continued)

Company shall invoice Shipper for the total cost of the working gas purchased to reduce or eliminate the Underdelivery at the time such working gas is received into Company's system.

To account for any Shipper Imbalance remaining after cashout, a Shipper and Company shall agree to designate one of the Shipper's Agreement(s) in the Operational Impact Area where the original Shipper Imbalance occurred, for such purpose.

(e) Underdelivery Penalty

If a noticed Shipper imbalance has not been resolved during the resolution period, and the remaining Shipper Imbalance reflects an Underdelivery, Company will invoice Shipper for an amount equal to the quantity of the Underdelivery times 150% of the actual price.

GENERAL TERMS AND CONDITIONS

23. FLOWING GAS (Continued)

23.3 Shipper Imbalances (Continued)

23.32 Shipper Imbalance Resolution (Continued)

Company shall invoice Shipper for the total cost of the working gas purchased to reduce or eliminate the Underdelivery at the time such working gas is received into Company's system.

To account for any Shipper Imbalance remaining after cashout, a Shipper and Company shall agree to designate one of the Shipper's Agreement(s) in the Operational Impact Area where the original Shipper Imbalance occurred, for such purpose.

(e) Underdelivery Penalty

If a noticed Shipper imbalance has not been resolved during the resolution period, and the remaining Shipper Imbalance reflects an Underdelivery, Company will invoice Shipper for an amount equal to the quantity of the Underdelivery times 150% of the daily price. The daily price shall be determined by using the midpoint $/MMBtu from the Daily Price Survey, as published in Gas Daily.

Underdeliveries subject to penalty at Ventura or upstream of Ventura will be priced at the Ventura, Iowa daily price. Underdeliveries subject to penalty downstream of Ventura will be priced

GENERAL TERMS AND CONDITIONS

25. SURVIVAL OF OBLIGATION (Continued)

(b) Company shall remain liable thereafter to make all payments to Shipper required to be made under Section 6 hereof;

(c) Company and Shipper shall remain liable thereafter to indemnify each other as provided in Section 8 hereof with respect to events taking place prior to such termination;

(d) Company shall remain liable thereafter to deliver gas to Shipper to the extent necessary to discharge Company's undischarged obligations under Section 13 hereof; and

(e) Shipper and Company shall remain liable thereafter to discharge all other obligations to the date of such termination.

With all reasonable dispatch after the giving of a notice of termination as may be required under Shipper's Agreement, Company and Shipper shall enter into such arrangements as may be reasonably necessary to ensure performance of the foregoing obligations and otherwise as may be necessary or desirable in connection with such termination.

26. AWARDING OF AVAILABLE AND PLANNED PIPELINE CAPACITY

26.1 Posting of Planned Capacity

Company shall post a notice of planned expansion and/or extension of Company's pipeline system. The notice shall specify, as applicable, the anticipated quantity (Mcf), Point(s) of Receipt, Point(s) of Delivery, Bid evaluation method, term, Bid terms, and deadline for resolution of Bid contingency as set forth in Subsection 26.3(b).

GENERAL TERMS AND CONDITIONS

26. AWARDING OF AVAILABLE AND PLANNED PIPELINE CAPACITY (Continued)

26.2 Posting of Available Firm Capacity

(a) Company will post available capacity, the criteria for an acceptable bid, the method for determining the Best Bid as referenced in Subsection 26.4(a), and the Bid Closing Date on Company's web site. The identity of the bidder shall be kept confidential. The Bid Closing Date for existing available firm capacity will be a minimum of 24 hours for bids on available capacity of up to one month; a minimum of three business days for bids on available capacity for greater than one month but less than one year; and a minimum of five business days for bids on available capacity for one year or more. Acceptable bids will be posted within one business day of receipt of bid.

(b) If no acceptable bids are received during a Bid Period pursuant to Subsection 26.2(a), Company will post the capacity on its web site in order that it may be awarded on a first-come, first-served basis at a mutually agreed upon rate under Rate Schedule T-1. Shippers must submit a request for such capacity by facsimile to Company's Marketing Department. The time of the facsimile will be used to determine the sequence of bids. Company reserves the right not to award such capacity at less than the Maximum Rate. Company shall not award such capacity at less than the Maximum Rate to a marketing affiliate as defined by Part 161 of the Commission's regulations unless a request for a discount from a marketing affiliate is first posted for competitive bid pursuant to the time frames outlined in Subsection 26.2(a) and no other competitive bids are determined to be the Best Bid as a result of such posting.

GENERAL TERMS AND CONDITIONS

26. AWARDING OF AVAILABLE AND PLANNED PIPELINE CAPACITY (Continued)

26.2 Posting of Available Firm Capacity

(a) For capacity for a term of one year or more, that is generally available at least 95 days prior to the commencement of service date or the termination date of a Service Agreement for such capacity and is no longer subject to Section 5 of Rate Schedule T-1 (long-term available capacity), the following criteria and procedures shall apply:

Company will post such capacity on its Informational Postings web site, the criteria for an acceptable Bid, the method for determining the Best Bid as referenced in Subsection 26.4(a), and the Bid Closing Date. The identity of the bidder shall be kept confidential. The Bid Closing Date for long-term available capacity will be a minimum of five business days after such capacity is posted for Bid. Company reserves the right not to accept a Bid for such capacity at 1) a rate less than the Maximum Rate; and/or 2) a path within but shorter than the path criteria set forth in the posting, and/or 3) a term less than one year. Acceptable Bids will be posted within one business day of receipt of Bid.

If no acceptable Bids are received during a bid period, Company will post the capacity as available on a long-term basis on its web site in order that it may be awarded on a first-come, first-served basis at a mutually agreed upon rate under Rate Schedule T-1. Shippers must submit a Bid for such capacity to Company's Marketing Department. The time the Bid is received will be used to determine the sequence of Bids. From 90 days or more prior to the commencement of service date, Company reserves the right not to accept a Bid for such long-term capacity at 1) a rate less than the Maximum Rate, or 2) a path within but shorter than the path criteria set forth in the posting, or 3) a term less than one year.

GENERAL TERMS AND CONDITIONS

26. AWARDING OF AVAILABLE AND PLANNED PIPELINE CAPACITY (Continued)

26.2 Posting of Available Firm Capacity (Continued)

Company shall not award such capacity at less than the Maximum Rate to a marketing affiliate as defined by Part 358 of the Commission's regulations unless a request for a discount from an affiliate is first posted for competitive Bid pursuant to the time frame outlined in this Subsection and no other competitive Bids are determined to be the Best Bid as a result of such posting.

(b) For capacity, which is or will be no longer contracted under an existing Service Agreement, that is either (a) generally available once such capacity can no longer be subject to Subsection 26.2(a) or (b) operationally available within 90 days or less prior to the commencement of service date, the following criteria and procedures shall apply as follows:

(i) Company will post on its Informational Postings web site the criteria for an acceptable Bid, the method for determining the Best Bid as referenced in Subsection 26.4(a), and the Bid Closing Date. The identity of a bidder shall be kept confidential. After firm capacity is posted for Bid pursuant to this Subsection, the Bid Closing Date shall be three business days for available capacity posted for a term of a Calendar Month or greater. Bids at the Maximum Rate for such posted capacity, but for a shorter path than the posted path will be accepted on a consecutive Calendar Month basis for a term up to and including five (5) years. Bids with a term of a Calendar Month or consecutive Calendar Months at the Maximum Rate for the posted path will be accepted. Provided, however, Company shall not be required to accept Bids for available capacity with a term of less than a Calendar Month earlier than four business days prior to the requested commencement of service date of the Bid. Company may post for Bid available capacity of less than a Calendar Month for a minimum of 1 hour and up to 24 hours. If such capacity is not posted for Bid, then it

GENERAL TERMS AND CONDITIONS

26. AWARDING OF AVAILABLE AND PLANNED PIPELINE CAPACITY (Continued)

26.2 Posting of Available Firm Capacity (Continued)

shall be posted as available capacity pursuant to the first-come, first-served process contained herein below. Company reserves the right not to accept a Bid for posted capacity at a rate less than the Maximum Rate. Acceptable Bids will be posted within one business day of receipt of Bid.

(ii) If no acceptable Bids are received during a bid period, Company will post the capacity as available on its web site in order that it may be awarded on a first-come, first-served basis at a mutually agreed upon rate under Rate Schedule T-1. Shippers must submit a Bid for such capacity to Company's Marketing Department. The time the Bid is received will be used to determine the sequence of the Bids. Bids received in accordance with this Section 26 first-come, first served process at the Maximum Rate for capacity for a shorter path than the posted path will be accepted on a consecutive Calendar Month basis for a term up to and including five (5) years. Bids at the Maximum Rate for the posted path will be accepted on a consecutive Calendar Month(s) basis for a term of greater than or equal to a Calendar Month. Within three business days prior to the first day of a Calendar Month or within a Calendar Month in which the requested commencement of service date of a Maximum Rate Bid for available capacity falls, Company will accept such Bid for a term of less than but within such Calendar Month and for subsequent consecutive Calendar Months. Company reserves the right not to make a first-come, first-served capacity award at less than the Maximum Rate.

(iii) Company shall not award such capacity at less than the Maximum Rate to a marketing affiliate as defined by Part 358 of the Commission's regulations unless a request for a discount from an affiliate is first posted for competitive Bid pursuant to the time frames outlined in this Subsection and no other competitive Bids are determined to be the Best Bid as a result of such posting.

GENERAL TERMS AND CONDITIONS

26. AWARDING OF AVAILABLE AND PLANNED PIPELINE CAPACITY (Continued)

26.2 Posting of Available Firm Capacity (Continued)

(iv) Interim Sales of Capacity

Capacity that has been awarded pursuant to this Subsection 26.2 with a future Billing Commencement Date shall be made available to Shippers on an interim basis. Where the available interim capacity would otherwise be eligible for the right of first refusal as set forth in the applicable Service Agreement and pursuant to the provisions of Section 5 of Rate Schedule T-1, Company shall limit the right of first refusal for capacity sold on an interim basis such that the term of the interim capacity may not be extended beyond the future Billing Commencement Date of firm capacity sold. If the right of first refusal is limited, the applicable Service Agreement shall note such limitation.

26.3 Bid Procedures

(a) Any Person desiring to submit a Bid for firm capacity in accordance with this Section must satisfy the requirements of Rate Schedule T-1 and execute a U.S. Shipper Service Agreement. A Person's Bid for firm capacity which exceeds its qualified level of credit worthiness shall not be accepted.

(b) The Company will allow Bids for capacity which are contingent upon the bidder obtaining capacity on another pipeline(s). The Bid must specify the contingency. In those instances where such a contingent Bid(s) is determined to be the Best Bid, the allocation of capacity may be delayed pending

26. AWARDING OF AVAILABLE AND PLANNED PIPELINE CAPACITY (Continued)

26.3 Bid Procedures (Continued)

satisfaction of the contingency under the following timeline for clearing the contingency:

i) for service of more than one day and up to one month, the contingency must be cleared within 24 hours of the Bid;

ii) for service greater than one month but less than one year, the contingency must be cleared within 3 business days;

iii) for service for one year or more, the contingency must be cleared within the time frame specified in Company's posting pursuant to Subsection 26.2 of these General Terms and Conditions, but in no event shall the specified time frame be less than five business days or greater than forty-five (45) calendar days.

(c) If a Bid is received which contains conditions, other than those allowed in Subsection 26.3(b), that are not satisfied at Bid Closing Date, such Bid shall not be accepted.

(d) A bidder may withdraw its Bid prior to the Bid Closing Date upon written notice to Company.

(e) The winning Bid(s), including the identity of the bidder(s), will be posted on Company's web site.

26.4 Selection of Best Bid

(a) For purposes of determining the Best Bid(s), Company will use Method A, as detailed in Subsection 27.23(a) of the General Terms and Conditions.

(b) Company will evaluate Bids received and allocate capacity to the Best Bid(s) no later than the business day following the Bid Closing Date except as noted in Subsection 26.3(b) above.

(c) In the event there is more than one Best Bid for Bids of five months or more, the firm capacity shall be allocated on a pro rata basis to the shippers submitting a Best Bid, subject to the

GENERAL TERMS AND CONDITIONS

26. AWARDING OF AVAILABLE AND PLANNED PIPELINE CAPACITY (Continued)

26.3 Bid Procedures (Continued)

satisfaction of the contingency under the following timeline for clearing the contingency:

i) for service of more than one day and up to one month, the contingency must be cleared within 24 hours of the Bid;

ii) for service greater than one month but less than one year, the contingency must be cleared within 3 business days;

iii) for service for one year or more, the contingency must be cleared within the time frame specified in Company's posting pursuant to Subsection 26.2 of these General Terms and Conditions, but in no event shall the specified time frame be less than five business days or greater than forty-five (45) calendar days.

(c) If a Bid is received which contains conditions, other than those allowed in Subsection 26.3(b), that are not satisfied at Bid Closing Date, such Bid shall not be accepted.

(d) A bidder may withdraw its Bid prior to the Bid Closing Date upon written notice to Company.

(e) The winning Bid(s), including the identity of the bidder(s), will be posted on Company's Internet web site.

26.4 Selection of Best Bid

(a) For purposes of determining the Best Bid(s), Company will use Method A, as detailed in Subsection 27.61(a) of the General Terms and Conditions.

(b) Company will evaluate Bids received and allocate capacity to the Best Bid(s) no later than the business day following the Bid Closing Date except as noted in Subsection 26.3(b) above.

(c) In the event there is more than one Best Bid for Bids of five months or more, the firm capacity shall be allocated on a pro rata basis to the shippers submitting a Best Bid, subject to the

GENERAL TERMS AND CONDITIONS

26. AWARDING OF AVAILABLE AND PLANNED PIPELINE CAPACITY (Continued)

26.4 Selection of Best Bid (Continued)

condition that a shipper must specify when making its Bid whether it is willing to accept a pro rata portion of its Bid capacity. In the event there is more than one Best Bid for Bids of less than five months, the capacity will be awarded on a first-come, first-served basis.

26.5 Reservation of Capacity for Company's Expansion/Extension Projects

Company may elect to reserve capacity required for a future expansion/extension project out of unsubscribed capacity or capacity under expiring 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 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 in Subsection 26.2 and award such capacity in accordance with Subsections 26.2 through 26.4.

Capacity may be reserved for expansion/extension projects only during a 12-month period prior to Company filing for certificate approval for construction of proposed expansion/extension facilities, and following the certificate filing, only until all expansion/extension facilities related to the certificate filing are placed into service.

If 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 Internet 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

GENERAL TERMS AND CONDITIONS

26. AWARDING OF AVAILABLE AND PLANNED PIPELINE CAPACITY (Continued)

26.5 Reservation of Capacity for Company's Expansion/Extension Projects (Continued)

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 capacity, that has been posted pursuant to Subsection 26.2(a) above, remains unsubscribed after the posting for bid, and if such unsubscribed capacity is insufficient to serve the expansion/extension project, the reservation posting or open season will include a non-binding solicitation for turnback capacity from Company's existing Shippers to serve the expansion/extension project. Company shall post a non-binding solicitation for expansion project related turnback capacity no later than 90 days after the close of an expansion project's open season that is posted in accordance with Subsection 26.1, specifying the minimum terms 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 such Service Agreement(s), pursuant to Section 5 - Right of First Refusal of Rate Schedule T-1 - 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 under Subsection 26.2(a).

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY

27.10 Rights and Obligations of Shipper

27.11 Permanent Release

Unless otherwise specified in a specific firm rate schedule, a Releasing Shipper may release its firm capacity under its Service Agreement, in whole or part, for the remaining term of the Releasing Shipper's Service Agreement to a Person desiring such service and such release shall be referred to as a permanent release. The Replacement Shipper acquiring the capacity under the permanent release shall satisfy the conditions of the associated rate schedule and execute the respective Service Agreement which shall contain the terms and conditions of the Offer and awarded Bid.

In order for a Releasing Shipper to effectuate a permanent release of all or part of its contracted capacity, it shall enter into a Service Agreement amendment with Company which will provide for the termination of the Releasing Shipper's existing Service Agreement for the permanent released capacity. In such event, the Releasing Shipper shall thereafter be relieved of its obligations for the permanent released capacity under the Service Agreement, subject to the provisions of Section 25 of these General Terms and Conditions.

27. RELEASE OF FIRM CAPACITY (Continued)

27.10 Rights and Obligations of Shipper (Continued)

27.11 Permanent Release (Continued)

Company may refuse to allow a permanent release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied, Company shall notify the Releasing Shipper and the Replacement Shipper in writing of the reason(s) for such denial.

27.12 Temporary Release

A Shipper may temporarily release its firm capacity, in whole or in part, to a Person desiring such service which shall be referred to as a temporary release. If a Shipper elects to temporarily release its capacity, the obligations associated with the released capacity remain with the original Releasing Shipper. At the end of the term of the temporary release, all contractual rights and obligations remain with the original Releasing Shipper.

A Replacement Shipper acquiring capacity under a temporary release shall be required to enter into the applicable Service Agreement with Company for the capacity acquired which shall incorporate the terms and conditions of the Offer and awarded Bid.

27.13 Capacity Release Offer Agreement

Prior to posting an Offer, the Releasing Shipper must execute a Capacity Release Offer Agreement for each Service Agreement from which it intends to release capacity which is available on Company's Internet web site.

Sheet No. 272A.01 is being
reserved for future use.

27. RELEASE OF FIRM CAPACITY (Continued)

27.20 Offer Requirements

A Releasing Shipper who elects to release its firm capacity on either a permanent basis or a temporary basis, must specify the terms and conditions upon which it will release its capacity in an Offer.

A release of firm capacity is not subject to Bid if 1) the release is at the Maximum Rate for a term of more than one year or 2) the release period is 31 days or less and the Releasing Shipper elects not to make the release biddable or 3) the release is to an asset manager under an Asset Management Arrangement (AMA) as defined in 18 CFR 284.8(h)(3) or to a marketer participating in a state-regulated retail access program as defined in 18 CFR 284.8(h)(4) (AMA Release).

Except for capacity released to an AMA or marketer participating in a state-regulated access program, a Releasing Shipper may not roll over, extend or in any way continue a release to the same Designated Replacement Shipper that obtained capacity for a term of thirty-one days or less through a release which was not subject to Bid, until a minimum of twenty-eight days after the first release period has ended. However, the twenty-eight day waiting period is not applicable to a re-release of capacity to the same Designated Replacement Shipper if the Releasing Shipper posts such capacity for Bid or the re-release is otherwise exempt from bidding as detailed above.

An Offer must conform to the parameters set forth herein in Subsection 27.40 and must comply with NAESB WGQ Data Set 5.4.7.

The terms and conditions included in the Offer shall be objectively stated and be applicable to all potential bidders on a non-discriminatory basis.

Releasing Shipper may submit an Offer to Company in writing or electronically for posting.

An Offer expires on the Bid Closing Date if no Bid is received.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.20 Offer Requirements (Continued)

Offers will be binding until written or electronic notice of withdrawal is received by Company. [5.3.14]

Upon the award of a successful Bid(s) the Offer underlying the successful Bid(s) will become an addendum to the Capacity Release Offer Agreement.

27.21 Withdrawal of Offer

A Releasing Shipper has the right to withdraw its Offer during the Bid period, where unanticipated circumstances justify and no minimum Bid has been made. [5.3.16]

A notice of withdrawal of an Offer will be posted upon receipt.

27.30 Bid Requirements

27.31 Satisfaction of Credit Requirements

Any Person desiring to submit a Bid for firm capacity must have executed a Capacity Release Bid Agreement which is available on Company's Internet web site and must have satisfied the requirements of Section 41 of these General Terms and Conditions. A Person's Bid for firm capacity which exceeds its qualified level of credit worthiness shall not be awarded.

27.32 Term of Bid

Company shall not accept a Bid for a term longer than the term set forth in the Offer.

27.33 Bid Conditions

If a Bid is received which contains conditions other than those allowed in the Offer, such Bid shall not be accepted.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.30 Bid Requirements (Continued)

27.34 Withdrawal of Bid

Bids shall be binding until written or electronic notice of withdrawal is received by Company. [5.3.13] Provided however, the bidder may not submit a new Bid at a lower rate for such offered capacity.

Bids cannot be withdrawn after the Bid period ends. [5.3.15]

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Second Revised Sheet No. 274A Second Revised Sheet No. 274A
Superseding: First Revised Sheet No. 274A

Sheet No. 274A is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.40 Parameters for Capacity Release Transactions

27.41 Quantity

Release quantity shall be expressed as a numeric quantity only. [5.3.28]

There is no minimum quantity.

27.42 Term

The maximum term for which capacity can be released is the remaining term of Releasing Shipper's firm Service Agreement. There is no minimum term.

27.43 Rate

The rate charged the Replacement Shipper for any release of capacity for a term of more than one year may not exceed the applicable Maximum Rate. There are no rate limitations applicable to any release of capacity 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 Company is notified of the release.

Payments or other consideration exchanged between the Releasing Shipper and the Replacement Shipper in an AMA Release are not subject to the applicable Maximum Rate.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.40 Parameters for Capacity Release Transactions (Continued)

27.44 Right to Recall Capacity on Temporary Release

A Releasing Shipper shall describe fully in its Offer any rights to recall the capacity being released on a temporary basis and under what conditions the capacity shall be reput to the Replacement Shipper following any such recall.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.40 Parameters for Capacity Release Transactions (Continued)

27.44 Right to Recall Capacity on Temporary Release (Continued)

The amount of capacity allocated to the Replacement Shipper(s) shall equal the original released capacity less the recalled capacity.

Reput method and rights shall be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper. [5.3.8]

When capacity is recalled, it may not be reput for the same Gas Day. [5.3.53]

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.40 Parameters for Capacity Release Transactions (Continued)

27.45 Re-release of Capacity

A Shipper who has obtained capacity under a temporary release may re-release its capacity, in whole or in part, except in those instances where a re-release was prohibited by the prior Releasing Shipper. Company shall allow re-releases on the same terms and basis as the original release (except as prohibited by regulations).

A Replacement Shipper acquiring capacity under a temporary release can not re-release such capacity under a permanent release. However, a Replacement Shipper acquiring capacity under a temporary release may re-release such capacity under a temporary release.

27.46 Prearranged Release of Capacity

A Releasing Shipper may identify in an Offer a Designated Replacement Shipper for released capacity under a permanent release or a temporary release which shall be referred to as a prearranged release.

If an Offer containing a Designated Replacement Shipper is made biddable by the Releasing Shipper, a Designated Replacement Shipper will, in the event that a "better bid" for released capacity is received, have the option to match the "better bid" in accordance with Subsection 27.70 hereof and acquire the released capacity.

A Designated Replacement Shipper acquiring capacity pursuant to this Subsection 27.46 shall be required to execute the applicable Service Agreement with Company for the capacity acquired which shall contain the terms and conditions of the Offer and awarded Bid.

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Fifth Revised Sheet No. 276A Fifth Revised Sheet No. 276A
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Sheet No. 276A is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.40 Parameters for Capacity Release Transactions (Continued)

27.47 Non-Prearranged Release

In the event the Releasing Shipper does not specify a Designated Replacement Shipper, the Offer submitted by the Releasing Shipper shall be subject to the Bid procedures set forth in Subsection 27.50 hereof.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.40 Parameters for Capacity Release Transactions (Continued)

27.48 Volumetric Release

The Replacement Shipper acquiring capacity under a volumetric release shall pay the agreed to volumetric rate for all the volumes transported up to the total volume contracted for during a Production Month and shall pay the rate in accordance with the applicable rate schedule underlying such capacity release for any gas transported in excess of the total volume contracted for such Production Month.

Re-release by a Replacement Shipper paying a volumetric rate is prohibited.

27.49 Releases Involving Integrated Capacity

A Releasing Shipper can submit an Offer to release capacity which is integrated with an offer to release capacity on another pipeline. It is the responsibility of the Releasing Shipper to design a release for "integrated" capacity under terms acceptable to the Releasing Shipper.

Company will allow Bids for capacity which are contingent upon the bidder obtaining capacity on another pipeline(s). However, removal of such contingency shall not conflict with the capacity release timeline observed by Company as set forth in Subsection 27.70 hereof.

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Third Revised Sheet No. 278A Third Revised Sheet No. 278A
Superseding: Second Revised Sheet No. 278A

Sheet No. 278A is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.50 Posting of Offers, Bids, and Awarded Transactions

Offers and Bids shall comply with the capacity release timeline as set forth in Subsection 27.70.

Company shall post a complete Offer upon receipt, as set forth in Subsection 27.70 hereof, unless Releasing Shipper requests otherwise. If a Releasing Shipper requests a posting time, the Company shall support such request insofar as it comports with the capacity release timeline set forth in Subsection 27.70 hereof.

A Releasing Shipper shall not be able to specify an extension of the original Bid period or the prearranged deal match period, without posting a new release. [5.3.25]

Company may invalidate any Bid or Offer subsequent to its posting on Company's Internet web site that does not comply with the terms and conditions of Company's Tariff.

27. RELEASE OF FIRM CAPACITY (Continued)

27.50 Posting of Offers, Bids, and Awarded Transactions (Continued)

The Company shall post all complete Bids upon receipt.

The identity of the bidder shall be kept confidential until the capacity has been awarded.

No later than the first nomination under a capacity release transaction, Company shall post all awarded capacity release transactions including the name(s) and Bid information of all Replacement Shippers.

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Fourth Revised Sheet No. 281 Fourth Revised Sheet No. 281
Superseding: Third Revised Sheet No. 281

Sheet No. 281 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.60 Selection of Best Bid

The Best Bid for capacity releases shall be selected by use of one of the methods set forth in Subsection 27.61 hereof. The Releasing Shipper shall specify the Bid evaluation method in its Offer.

Company shall eliminate all Bids which do not satisfy the minimum criteria specified by the Releasing Shipper in its Offer, if any. When an Offer includes a volumetric rate component, only the reservation charge component will be considered in the Bid evaluation and determination of Best Bid. Bids will be assigned a ranking based on the evaluation method specified by the Releasing Shipper.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.60 Selection of Best Bid (Continued)

27.61 Company's Bid Evaluation Methods

(a) Method A - Present Value of Bids for Capacity Under Rate Schedule(s) T-1 and T-1B

$$\text{Present Value per unit} = [(R_1 * D_1) + (R_2 * D_2)] * [(1 - (1 + i)^{-n})/i]$$

Method A - Present Value of Bids for Capacity Under Rate Schedule FCS-DP

$$\text{Present Value} = [R_3] * [(1 - (1 + i)^{-n})/i]$$

Where:

R_1 = Reservation Rate in the Bid per 100 Dekatherm-miles - Port of Morgan, MT (POM) to Ventura, IA.

R_2 = Reservation Rate in the Bid per 100 Dekatherm-miles - Ventura, IA to North Hayden, IN.

R_3 = Reservation Rate in the Bid.

D_1 = Distance in miles of that portion (if any) of the Bid distance between POM and Ventura, IA that lies between the Primary Receipt Point and Primary Delivery Point divided by 100.

D_2 = Distance in miles of that portion (if any) of the Bid distance between Ventura, IA and North Hayden, IN that lies between the Primary Receipt Point and the Primary Delivery Point divided by 100.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.60 Selection of Best Bid (Continued)

27.61 Company's Bid Evaluation Methods (Continued)

i = FERC's annual discount rate divided by 365 days or 366 days during leap year.

n = Bid term (days) not to exceed the number of days posted.

The higher the present value, the higher the ranking.

(b) Method B - Highest Rate of Bids for Capacity Under Rate Schedule(s) T-1 and T-1B

$$\text{Highest Rate} = (R_1 * D_1) + (R_2 * D_2)$$

Method B - Highest Rate of Bids for Capacity Under Rate Schedule FCS-DP

$$\text{Highest Rate} = R_3$$

Where:

R_1 = Reservation Rate in the Bid per 100 Dekatherm-miles - POM to Ventura, IA.

R_2 = Reservation Rate in the Bid per 100 Dekatherm-miles - Ventura, IA to North Hayden, IN.

R_3 = Reservation Rate in the Bid.

D_1 = Distance in miles of that portion (if any) of the Bid distance between POM and Ventura, IA that lies between the Primary Receipt Point and Primary Delivery Point divided by 100.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.2 Capacity Release for Service Pursuant to Rate Schedule T-1R or Rate Schedule T-1B (Continued)

27.23 Selection of Best Bid (Continued)

(iv) Method D - Releasing Shipper's Bid Evaluation Methodology

The Releasing Shipper may establish a method for evaluation of the Best Bid. The Releasing Shipper must specify the evaluation method and provide an example of the evaluation method with the Offer to Release. In this event, the Company shall evaluate the Bids in accordance with the Releasing Shipper's method and allocate the capacity to the Best Bid. The Releasing Shipper's Bid evaluation methodology must be objective and non-discriminatory. In the event the Releasing Shipper does not specify how capacity will be allocated when there are multiple Best Bids, the capacity will be allocated in accordance with Subsection 27.23(f) hereof.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.60 Selection of Best Bid (Continued)

27.61 Company's Bid Evaluation Methods (Continued)

D_2 = Distance in miles of that portion (if any) of the Bid distance between Ventura, IA and North Hayden, IN that lies between the Primary Receipt Point and the Primary Delivery Point divided by 100.

n = Bid term (days), not to exceed the number of days offered by the Releasing Shipper.

The higher the net revenue, the higher the ranking.

(d) Method D - Releasing Shipper's Bid Evaluation Methodology

The Releasing Shipper may establish a method for evaluation of the Best Bid. The Releasing Shipper must specify the evaluation method and provide an example of the evaluation method with the Offer. In this event, the Company shall evaluate the Bids in accordance with the Releasing Shipper's method and allocate the capacity to the Best Bid. The Releasing Shipper's Bid evaluation methodology must be objective and non-discriminatory. In the event the Releasing Shipper does not specify how capacity will be allocated when there are multiple Best Bids, the capacity will be allocated in accordance with Subsection 27.61(f) hereof.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.60 Selection of Best Bid (Continued)

27.61 Company's Bid Evaluation Methods (Continued)

D_2 = Distance in miles of that portion (if any) of the Bid distance between Ventura, IA and North Hayden, IN that lies between the Primary Receipt Point and the Primary Delivery Point divided by 100.

Rate per Dth Bid regardless of term. The higher the rate, the higher the ranking.

(c) Method C - Net Revenue of Bids for Capacity Under Rate Schedule(s) T-1 and T-1B

$$\text{Net Revenue} = Q * [(R_1 * D_1) + (R_2 * D_2)] * n$$

Method C - Net Revenue of Bids for Capacity Under Rate Schedule FCS-DP

$$\text{Net Revenue} = Q * R_3 * n$$

Where:

Q = Bid Quantity (Mcf)

R_1 = Reservation Rate in the Bid per 100 Dekatherm-miles - POM to Ventura, IA.

R_2 = Reservation Rate in the Bid per 100 Dekatherm-miles - Ventura, IA to North Hayden, IN.

R_3 = Reservation Rate in the Bid.

D_1 = Distance in miles of that portion (if any) of the Bid Distance between POM and Ventura, IA that lies between the Primary Receipt Point and Primary Delivery Point divided by 100.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.60 Selection of Best Bid (Continued)

27.61 Company's Bid Evaluation Methods (Continued)

(e) Best Bid

When the Company makes awards of capacity for which there have been multiple Bids meeting minimum conditions, the Company will award Bids, Best Bid first, until all offered capacity is awarded. [5.3.4]

(f) Tie-Breaker of Best Bids

To the extent there is more than one Best Bid for Bids of five months or more, the offered capacity shall be allocated on a pro rata basis to potential Replacement Shipper(s) submitting a Best Bid, subject to the condition that potential Replacement Shipper(s) must specify when making its Bid whether it is willing to accept a pro rata portion of its Bid capacity. If a Best Bid does not specify the Bidder's willingness to accept a pro rata allocation of the capacity and it is necessary to allocate capacity on a pro rata basis, then no capacity will be awarded to such Best Bid. In the event there is more than one Best Bid for Bids of less than five months, the capacity will be awarded on a first-come, first-served basis.

27. RELEASE OF FIRM CAPACITY (Continued)

27.70 Capacity Release Timeline

The capacity release timeline is applicable to all parties involved in the capacity release process. However, it is only applicable if 1) all information provided by the parties to the transaction is valid, and the acquiring Shipper has been determined to be credit-worthy before the capacity release Bid is tendered and 2) there are no special terms or conditions of the release. [5.3.1]

The capacity release timeline is as follows [5.3.2]:

(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 award posted if no match required at 2:00 p.m. (CCT);

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.2 Capacity Release for Service Pursuant to Rate Schedule T-1R (Continued)

27.24 Standard Administrative Timeline

The Standard Administrative Timeline is applicable to all parties involved in the capacity release process. However, it is only applicable if 1) all information provided by the parties to the transaction is determined by Company to be valid, and acquiring Shipper has been determined to be creditworthy before the capacity release Bid is tendered and 2) there are no special terms or conditions of the release. [5.3.1/v1.0]

The standard capacity release administrative timeline is as follows [5.3.2/v1.4]:

(a) For short term releases (less than five months):

(i) Offers shall be tendered between the hours of 8:00 a.m. and 4:00 p.m. CCT, and not later than 1:00 p.m. CCT on the day before nominations are due;

provided, however, the latest time that bidding on the Offer can start is 1:00 p.m. CCT on the business day before nominations are due;

(ii) open season ends no sooner than one hour after it begins, between the hours of 9:00 a.m. and 5:00 p.m. CCT, and no later than 2:00 p.m. CCT on the business day before nominations are due (evaluation period begins upon the close of the open season, between the hours of 9:00 a.m. and 5:00 p.m. CCT, and not later than 2:00 p.m. CCT during which contingency is eliminated, determination of Best Bid is made, and ties are broken);

(iii) evaluation period ends at 3:15 p.m. CCT on the business day before nominations are due;

27. RELEASE OF FIRM CAPACITY (Continued)

27.70 Capacity Release Timeline (Continued)

(iv) match or award is communicated by 2:00 p.m. (CCT);

(v) match response by 2:30 p.m. (CCT);

(vi) where match required, award posting by 3:00 p.m. (CCT);

(vii) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(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);

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.2 Capacity Release for Service Pursuant to Rate Schedule T-1R (Continued)

27.24 Standard Administrative Timeline (Continued)

(iv) match or award is communicated by 3:15 p.m. CCT on the business day before nominations are due;

(v) match response by 4:00 p.m. CCT on the business day before nominations are due;

(vi) award posting by 5:00 p.m. CCT on the business day before nominations are due;

(vii) prearranged deals not subject to Bid shall be posted by 9:00 a.m. CCT the day of nominations;

(viii) contract tendered with contract number by 10:00 a.m. CCT; contract executed; nomination possible for next day gas flow.

(b) For longer term releases (five months or more):

(i) Offers shall be tendered between the hours of 8:00 a.m. and 4;00 p.m. CCT, and not later than 1:00 p.m. CCT four business days before award for the release;

(ii) open season ends no later than 2:00 p.m. CCT on the business day before nominations are due (open season is three business days);

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.70 Capacity Release Timeline (Continued)

(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 nominated cycle for the effective date of the contract.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.2 Capacity Release for Service Pursuant to Rate Schedule T-1R (Continued)

27.24 Standard Administrative Timeline (Continued)

(iii) evaluation period begins upon the close of the open season and not later than 2:00 p.m. CCT (on the business day before nominations are due) during which contingency is eliminated, determination of Best Bid is made, and ties are broken;

(iv) evaluation period ends at 3:15 p.m. CCT on the business day before nominations are due;

(v) match or award is communicated by 3:15 p.m. CCT on the business day before nominations are due;

(vi) match response by 4:00 p.m. CCT on the business day before nominations are due;

(vii) award posting by 5:00 p.m. CCT on the business day before nominations are due;

(viii) prearranged deals not subject to Bid shall be posted by 9:00 a.m. CCT the day of nominations;

(ix) contract tendered with contract number by 10:00 a.m. CCT; contract executed; nomination possible for next day gas flow.

(c) If Releasing Shipper specifies Bid Evaluation Method D as set forth in Subsection 27.23(a) hereof, or includes any special terms or

27. RELEASE OF FIRM CAPACITY (Continued)

27.80 Standard Recall Notification Periods

Company shall support the following recall notification periods for all released capacity subject to recall rights [5.3.44]:

(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).

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.80 Standard Recall Notification Periods (Continued)

(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).

(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).

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.80 Standard Recall Notification Periods (Continued)

(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]

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]

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]

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.80 Standard Recall Notification Periods (Continued)

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]

27.90 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]

27.100 Company's Right to Terminate a Temporary Capacity Release

Company may elect to terminate a temporary capacity release transaction to a Replacement Shipper under the following conditions:

(a) The Replacement Shipper has not executed the respective Service Agreement underlying the awarded Bid prior to the first nomination under such capacity release transaction; or

(b) The Releasing Shipper has failed to maintain credit in accordance with Section 41 of these General Terms and Conditions and Company has provided the Replacement Shipper with 30 days written notice of its intent to terminate its capacity release transaction.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.70 Capacity Release Timeline (Continued)

(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.

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.70 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 Capacity Release 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]

(h) Methodologies Not Supported by Capacity Release 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]

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.110 Offers to Purchase Capacity Release

A Person desiring released capacity may submit a request to Company in writing. Such request for capacity shall specify the terms and conditions pursuant to which capacity will be accepted. Such a request shall be posted on Company's Internet web site for twenty business days on an informational basis.

27.120 Marketing of Capacity Release

Company shall have no obligation to market any capacity available by a Releasing Shipper. Company, however, may agree to market capacity for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service.

27.130 Reservation Charge Revenue Credits

For releases and re-releases of firm capacity, Company shall credit the reservation charge revenue received from a Replacement Shipper directly to the associated Releasing Shipper whose capacity has been released on a firm basis to such Replacement Shipper, subject to Subsection 27.40 of these General Terms and Conditions. Out of Transportation Path Charge revenue shall not be credited back to the Releasing Shipper.

27.140 Bankruptcy

In the event a Releasing Shipper, subject to proceedings under any chapter of the Bankruptcy Code rejects its Agreement, Company may send a written notification of Company's intent to terminate Replacement Shipper's Service Agreement effective 30 calendar days from the date of the notice ("Termination Notice Period") unless Replacement Shipper(s) agrees to retain its capacity for the remainder of the term of the respective Replacement Shipper's Agreement at a rate that is no lower than the lesser of the Releasing Shipper's rate or the Maximum Rate. Replacement Shipper shall have ten (10) business days from the date of

GENERAL TERMS AND CONDITIONS

27. RELEASE OF FIRM CAPACITY (Continued)

27.140 Bankruptcy (Continued)

the written notice to advise Company in writing of its decision. If Replacement Shipper does not exercise its option to retain the capacity, then the Replacement Shipper's Agreement shall terminate at the end of the Termination Notice Period.

If Replacement Shipper(s) timely exercises its option to retain the capacity, the Replacement Shipper(s), prior to the end of the Termination Notice Period, will execute an amendment to its Service Agreement pursuant to the terms and conditions of the applicable Rate Schedule reflecting the revised rate to be effective beginning on the first day after the end of the Termination Notice Period.

28. LIABILITY

All claims arising from and out of the terms of Shipper's Agreement shall be limited to the assets of Company.

29. HEADINGS

The headings appearing in these General Terms and Conditions or in any part of the Tariff on a Shipper's Agreement are for the purpose of convenient reference only and shall not affect the interpretation thereof.

30. TRANSPORTATION SERVICE REQUEST

Requests for transportation service on Company's pipeline shall be directed to any of the commercial contacts listed on the contact list contained on Company's Internet web site.

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GENERAL TERMS AND CONDITIONS

31. COMPLAINT PROCEDURE

Company is willing to render, on a nondiscriminatory basis, to the extent presently available from existing capacity, interruptible and firm transportation service to any Shipper or potential shipper who requests and meets the requirements for such service in accordance with Company's Tariff. Should a Shipper or potential shipper believe that it has a complaint against the Company in regard to transportation service, then such party may verbally register and/or file a written complaint with the Company. Verbal complaints should be communicated to the Company's Chief Compliance Officer (CCO), (832) 320-5623. Company shall attempt to respond timely to such verbal complaints on an informal, case specific basis. Verbal complaints which, in Complainants' judgement, are not satisfactorily resolved shall be submitted in writing and handled pursuant to the written complaint procedures next described. The procedures for filing and resolving written complaints will be in accordance with the following:

(a) All complaints of Shippers or potential shippers should be directed in writing to the Chief Compliance Officer, at Northern Border Pipeline Company, 717 Texas Street, Houston, TX 77002-2761. Such complaints should clearly identify the specific activity or lack of activity that Company has undertaken and should specify the manner in which the complaining party alleges to have been aggrieved.

(b) Upon receipt by the CCO of the complaint, Company will maintain a record of all complaints received.

(c) The CCO will be responsible for notifying the appropriate departments within Company whose services will be utilized in the review of the allegations contained in the complaint.

(d) Within 48 hours, and in writing within 30 days of receipt of the complaint, Company will respond to such complaint. However, Company's response to such complaint may indicate additional information is needed from the complaining party and/or additional time is needed to complete the review of the allegations. In which case, such response will set forth what information is needed and/or what additional time is required in order to fully respond.

31. COMPLAINT PROCEDURE (Continued)

(e) When full review of the complaint has been completed, Company shall direct a written response to the complaining party which, inter alia, shall demonstrate either (i) that the complaining party has failed to establish any conduct or practice which is contrary to Company's Tariff or the Commission's Regulations, or (ii) that corrective action has been determined to be warranted. In the event that corrective action is deemed warranted, Company will set forth a remedy.

32. INTERNET ACCESS

32.1 Internet Access

Company shall provide access to its Informational Postings and Customer Activities sites via a designated Internet web site.

At a minimum, Company's designated site shall be accessible via the public Internet. This specifically does not preclude location of the designated site on a private intranet as long as the designated site is accessible via the public Internet.

For further information relative to Company's designated Internet web site potential users should contact:

Northern Border Pipeline Company
TransCanada Northern Border Inc., its Operator
13710 FNB Parkway
Omaha, Nebraska 68154-5200

Phone Number: (800) 372-2982
FAX Number: (800) 372-2982

Company has a technical support phone number if problems accessing Company's designated Internet web site are encountered.

GENERAL TERMS AND CONDITIONS

31. COMPLAINT PROCEDURE (Continued)

(e) When full review of the complaint has been completed, Company shall direct a written response to the complaining party which, inter alia, shall demonstrate either (i) that the complaining party has failed to establish any conduct or practice which is contrary to Company's Tariff or the Commission's Regulations, or (ii) that corrective action has been determined to be warranted. In the event that corrective action is deemed warranted, Company will set forth a remedy.

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For further information relative to Company's designated Internet web site potential users should contact:

Internet Access Administrator - OMA 572
Northern Border Pipeline Company
Northern Plains Natural Gas, Operator
P.O. Box 3330
Omaha, Nebraska 68103-0330

Phone Number: (402) 398-7761
FAX Number: (402) 398-7875

Company has a technical support phone number if problems accessing Company's designated Internet web site are encountered.

GENERAL TERMS AND CONDITIONS

32. INTERNET ACCESS (Continued)

32.1 Internet Access (Continued)

Company is not responsible for problems that reside in the user's hardware or software, or the Internet Service Provider used to access Company's designated Internet site.

32.2 Informational Postings Site

The Informational Postings site is primarily comprised of FERC mandated postings. The Informational Postings site will be maintained to provide equal and timely access to certain Company transportation information, including but not limited to: 1) Operationally Available and Unsubscribed Capacity; 2) Information related to standards of conduct for transmission providers; 3) Gas Quality; 4) Index of Customers; 5) Notices; 6) Posted Imbalances; 7) Company's FERC Gas Tariff and 8) Transactional Reporting.

Other information and/or capabilities to comply with current and future valid reporting or other requirements as dictated by the FERC also shall be included.

GENERAL TERMS AND CONDITIONS

32. INTERNET ACCESS (Continued)

32.1 Internet Access (Continued)

Company's Trading Partners shall maintain redundant connections to the public Internet for GISB Electronic Delivery Mechanism (EDM) web sites, which include all GISB standardized Internet communication. These redundant connections shall be topographically diverse (duality of) paths to minimize the probability of a single point of failure. [4.1.36/v1.4]

In any event, Company is not responsible for problems that reside in the user's hardware or software, or the Internet Service Provider used to access Company's designated Internet site.

Company's proprietary business functions are accessible via its Customer Activity Web site. [4.3.39/v1.4]

32.2 Informational Posting Site

The Informational Posting site will be maintained to provide equal and timely access to certain transportation information, as it pertains to Company's pipeline system, including:

(a) The availability and pricing of transportation services,

(b) The availability and utilization of point and pipeline capacity,

(c) The availability of firm and interruptible capacity. Operationally available capacity will be listed separate from unsubscribed capacity. [5.3.17/v1.01]

(d) Capacity release activity,

(e) OFO, curtailment, and interruption announcements and other critical notices,

(f) Terms and conditions for bidding on uncommitted capacity held by Company,

As well as other information and/or capabilities to comply with current and future valid reporting or other requirements as dictated by the FERC.

GENERAL TERMS AND CONDITIONS

32. INTERNET ACCESS (Continued)

32.2 Informational Postings Site (Continued)

Information posted on Company's Informational Postings site may be fully disseminated by its users.

Information on Company's Informational Postings site shall be made available so as to permit users to download data to be used in their applications.

32.3 Customer Activity Site

To indicate a desire to access Company's password protected Customer Activity site, potential users must complete and forward a customer access form to Company's Internet Access Administrator.

Once a completed customer access form is received and processed, Company will provide the requestor with a username and password.

GENERAL TERMS AND CONDITIONS

32. INTERNET ACCESS (Continued)

32.2 Informational Posting Site (Continued)

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.

32.3 Customer Activity Site

To indicate a desire to access Company's password protected Customer Activity site, potential users must complete and forward a customer access form to Company's Internet Access Administrator.

Once a completed customer access form is received and processed, Company will provide the requestor with a username and password.

GENERAL TERMS AND CONDITIONS

32. ELECTRONIC BULLETIN BOARD (EBB) (Continued)

32.3 Access to Company's Designated EBB (Continued)

32.33 Username/Password

The username and password combination of a user of Company's designated EBB may not be shared with any other individual without the written consent of Company. User ID's are both individual and company-specific. Transactions using an individual's user ID for their organization is the User's responsibility. If the user changes positions within the organization or leaves the organization, it is the user's responsibility to notify Company to cancel the current user ID. Northern Border will issue new user ID's for replacement personnel upon receipt of a completed EBB Access Form.

The initial password provided to a new user of Company's designated EBB should be immediately changed by the user to protect user's security. Company also recommends that a user change its password on a regular basis.

32.34 Technical Support

Company has a technical support phone number that will be provided to assist an EBB user if any problems are encountered while signing on, or during the normal operation of the EBB.

In any event, Company is not responsible for problems that reside in the user's hardware or software, or the phone lines used to contact Company's designated EBB.

GENERAL TERMS AND CONDITIONS

32. INTERNET ACCESS (Continued)

32.3 Customer Activity Site (Continued)

32.33 Username/Password

The username and password combination of a user of Company's Customer Activity site may not be shared with any other individual without the written consent of Company. User ID's are both individual and company-specific. Transactions using an individual's user ID for their organization is the User's responsibility. If the user changes positions within the organization or leaves the organization, it is the user's responsibility to notify Company to cancel the current user ID. Company will issue new user ID's for replacement personnel upon receipt of a completed Customer Activity access form.

The initial password provided to a new user of Company's Customer Activity site should be immediately changed by the user to protect user's security. Company also recommends that a user change its password on a regular basis.

GENERAL TERMS AND CONDITIONS

32. INTERNET ACCESS (Continued)

32.4 Archiving and Retrieval of Posted Information

32.41 All posted information will be electronically archived each business day. This information will be placed in a secure environmentally stable storage location.

32.42 Long Term Archiving

Company shall retain daily archived records of the information posted for at least three years and permit users to review such records. Company may purge completed transactions from current files when transactions have been posted for 90 days.

GENERAL TERMS AND CONDITIONS

32. INTERNET ACCESS (Continued)

32.4 Archiving and Retrieval of Information

32.41 All posted information will be electronically archived each business day. This information will be placed in a secure environmentally stable storage location.

32.42 Long Term Archiving

Company shall retain daily archived records of the information posted for at least three years and permit users to review such records. Company may purge completed transactions from current files when transactions have been posted for 90 days.

Capacity Release historical data shall be made available on a consistent basis from the Company, which shall provide for retrieval of open and closed offers during the FERC archival period. [5.3.20/v1.0]

GENERAL TERMS AND CONDITIONS

32. INTERNET ACCESS (Continued)

32.4 Archiving and Retrieval of Posted Information (Continued)

32.43 Retrieval Procedures

A person requiring access to archived posted information must submit their request in writing to:

Northern Border Pipeline Company
TransCanada Northern Border Inc.,
its Operator
Commercial Services
717 Texas Street
Houston, TX 77002-2761

Phone Number: (832) 320-5474
FAX Number: (832) 320-5677

Such written request must clearly state the requestor's name, address, phone number, information required, and reason for request.

32.44 Delivery of Retrieved Information

The information will be provided by Company to requestor by means that is mutually agreeable to both parties. Company shall utilize its best efforts to provide this information to the requestor no later than ten business days after the request has been received. If the requested information can not be provided in this timeframe, Company shall notify the requestor, by the end of the fifth business day after the request has been received, of the status of providing the requested information. Company may charge requestor a reasonable fee for costs incurred in providing the data.

GENERAL TERMS AND CONDITIONS

32. INTERNET ACCESS (Continued)

32.4 Archiving and Retrieval of EBB Information (Continued)

32.43 Retrieval Procedures

A person requiring access to archived posted information must submit their request in writing to:

Internet Access Administrator - OMA 572
Northern Border Pipeline Company
Northern Plains Natural Gas, Operator
P.O. Box 3330
Omaha, Nebraska 68103-0330

Phone Number: (402) 398-7761
FAX Number: (402) 398-7875

Such written request must clearly state the requestor's name, address, phone number, what information is required, and on what date(s).

32.44 Delivery of Retrieved Information

The information will be provided, at the requestor's discretion, in hardcopy format, on a diskette, or placed on the designated Internet web site as a downloadable file. This information will be made available to the requestor no later than ten business days after the request has been received. If the request can not be met in this timeframe, Company shall notify the requestor by the end of the fifth business day after the request has been received.

The information will be provided at no cost to the requestor for hardcopy formats or downloadable files. However, if the requestor specifies a diskette, a fee of ten (10) U.S. dollars will be required for each date specified. If the requestor specified a file to be accessible via the designated Internet web site, Company will notify the requestor after the information has been placed on the Internet web site.

These request procedures will be posted and updated as needed.

GENERAL TERMS AND CONDITIONS

33. ELECTRONIC TRANSACTIONS CONTRACTING

Electronic transactions contracting, as posted on Company's Internet web site, is available to parties provided that such party shall have previously met the requirements of a Rate Schedule, if applicable, and agreed to the terms and conditions of Company's Master Electronic Transactions Agreement available on Company's Internet web site.

34. OPERATIONAL BALANCING AGREEMENT POLICY

34.1 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 was scheduled.

Company's OBA shall be based upon the NAESB WGQ Model OBA whenever possible. [6.5.2] A form of Company's OBA is available on Company's Internet web site.

GENERAL TERMS AND CONDITIONS

33. ORDER NO. 497 COMPLIANCE - SHARED OPERATING PERSONNEL AND FACILITIES

Company does not share operating employees with any affiliated marketing or brokering entity. The marketing and sale of transportation services for Company is performed by employees of Northern Plains Natural Gas Company (Northern Plains), the operator for Company. Northern Plains, a wholly owned subsidiary of Enron Corp., does not buy or sell gas.

With respect to shared facilities, Company and its affiliated marketing company(s) share an office building at 1111 South 103rd Street, Omaha, Nebraska 68124-1000. Company and its affiliated marketing company(s) also share a computer system(s) located at 1400 Smith Street, Houston, Texas 77002.

34. OPERATIONAL BALANCING AGREEMENT POLICY

34.1 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 was scheduled.

Company shall use the GISB Model OBA whenever possible. [6.5.2/v1.4]

34. OPERATIONAL BALANCING AGREEMENT POLICY (Continued)

34.1 Purpose (Continued)

Company considers an OBA to be a predetermined allocation method.

34.2 Policy

It is Company's policy to negotiate and execute, if possible, the Company's 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]

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]

GENERAL TERMS AND CONDITIONS

34. OPERATIONAL BALANCING AGREEMENT POLICY (Continued)

34.2 Policy (Continued)

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 and termination date, cancellation clause and other specific language applicable to Company.

An OBA party is permitted to discharge an operational imbalance at a given Point of Interconnection utilizing one of the Shipper Imbalance methods set forth in Subsection 23.32.

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS

35.1 Data Set Usage by Company

Company has adopted all of the Business Practices and Electronic Communications Standards which were required by the Commission in 18 CFR 284.12(b) in accordance with Order Nos. 587 et al. In addition to the standards which are reflected in other provisions of this Tariff, Company is incorporating herein the following NAESB Wholesale Gas Quadrant (WGQ) standards, definitions and data sets, Version 1.8.

General Standards:

0.1.2, 0.1.z1, 0.1.3, 0.3.1, 0.3.2, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Nomination Related Standards:

1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.9, 1.1.11, 1.1.12, 1.1.15, 1.1.16, 1.1.18, 1.1.20, 1.1.21, 1.2.1, 1.2.2, 1.2.11, 1.3.2, 1.3.5, 1.3.6, 1.3.7, 1.3.9, 1.3.16, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.30, 1.3.31, 1.3.34, 1.3.36, 1.3.38, 1.3.39, 1.3.41, 1.3.42, 1.3.43, 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, 1.3.68, 1.3.70, 1.3.71, 1.3.72, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18

34. OPERATIONAL BALANCING AGREEMENT POLICY (Continued)

34.2 Policy (Continued)

h) A mutually agreeable commencement and termination date, cancellation clause and other specific language applicable to the Northern Border Partnership.

Due to the mileage based allocation of cost/rates used by Company, an OBA imbalance created at a given point of interconnection cannot be transferred or commingled with other similar OBA imbalances with the Interconnected Party at other Points of Interconnection along Company's system.

35. DATA ELEMENTS

35.1 Data Set Usage by Company

Listed below is a summary of the GISB standardized data sets received and sent by Company.

Data Set	Received by Company	Sent by Company
Nomination [1.4.1/v1.4]	Yes	No
Nomination-Quick Response [1.4.2/v1.4]	No	Yes
Request for Confirmation [1.4.3/v1.4]	Yes	Yes
Confirmation Response [1.4.4/v1.4]	Yes	Yes
Scheduled Quantity [1.4.5/v1.4]	Yes	Yes
Scheduled Quantity for Operator [1.4.6/v1.4]	Yes	Yes
Conf. Resp.-Quick Resp. [1.4.7/v1.4]	Yes	Yes
Pre-determined Alloc. [2.4.1/v1.4]	Yes	No
Pre-determined Alloc.-Quick Resp. [2.4.2/v1.4]	No	Yes
Allocation [2.4.3/v1.4]	No	Yes
Shipper Imbalance [2.4.4/v1.4]	No	Yes
Measurement Information [2.4.5/v1.4]	Yes	Yes
Measured Volume Audit Statement [2.4.6/v1.4]	Yes	Yes

35. DATA ELEMENTS (Continued)

35.1 Data Set Usage by Company (Continued)

Invoicing Related Standards:

3.1.1, 3.1.2, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.16, 3.3.17, 3.3.18, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4

Electronic Delivery Mechanism Related Standards:

3.1.1, 3.1.2, 3.3.23, 3.3.24, 4.1.2, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.10, 4.1.12, 4.1.13, 4.1.15, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.22, 4.1.23, 4.1.24, 4.1.26, 4.1.27, 4.1.28, 4.1.29, 4.1.30, 4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36, 4.1.37, 4.1.38, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 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, 4.3.88, 4.3.89, 4.3.90, 4.3.92, 4.3.93

Capacity Release Related Standards:

5.1.1, 5.1.3, 5.1.4, 5.3.1, 5.3.5, 5.3.7, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.17, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.24, 5.3.26, 5.3.27, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.37, 5.3.38, 5.3.39, 5.3.41, 5.3.42, 5.3.43, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.55, 5.3.57, 5.3.59, 5.3.82, 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

Contract Related Standards:

6.3.4, 6.5.3, 6.5.4

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.1 Data Set Usage by Company (Continued)

Data Set	Received by Company	Sent by Company
Transportation/Sales Invoice [3.4.1/v1.4]	No	Yes
Payment Remittance [3.4.2/v1.4]	Yes	No
Statement of Account [3.4.3/v1.4]	No	Yes
Service Requester Level Charge/Allowance Invoice [3.4.4/v1.4]	No	No
Offer Download [5.4.1/v1.3]	No	Yes
Bid Download [5.4.2/v1.3]	No	Yes
Award Download [5.4.3/v1.3]	No	Yes
Replacement Capacity [5.4.4/v1.2]	No	No
Withdrawal Download [5.4.5/v1.3]	No	Yes
Withdrawal Upload [5.4.6/v1.3]	Yes	No
Offer Upload [5.4.7/v1.3]	Yes	No
Offer Upload - Quick Resp. [5.4.8/v1.3]	No	Yes
Offer Upload Notification [5.4.9/v1.3]	No	Yes
Offer Upload Bidder Confirmation [5.4.10/v1.2]	Yes	No
Offer Upload Bidder Confirmation Quick Resp. [5.4.11/v1.3]	No	Yes
Offer Upload Final Disposition [5.4.12/v1.2]	No	Yes
Operationally Available and Unsubscribed Capacity [5.4.13/v1.2]	No	Yes
Upload of Requests for Download of Posted Data Sets [5.4.14/v1.2]	Yes	No
Response to Upload of Request for Download of Posted Data Sets [5.4.15/v1.2]	No	Yes
System-Wide Notices [5.4.16/v1.2]	No	Yes
Note/Special Instruction [5.4.17/v1.3]	No	No
Bid Upload [5.4.18/v1.4]	Yes	No
Bid Upload Quick Response [5.4.19/v1.4]	No	

Northern Border shall accept all GISB standard data elements. Usage shall be characterized as either mandatory, conditional, sender's option, business conditional, and mutually agreeable.

Mandatory (M) means the data element (information) must be supplied in the transaction.

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements

Below is a listing of the Mutually Agreeable (MA) and Business Conditional (BC) data elements as defined by NAESB WGQ and their acceptance by Company.

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Nomination)			
Associated Contract	MA	No	No
Beginning Time	BC	No	Yes
Bid Transportation Rate	BC	No	No
Bid Up Indicator	MA	No	No
Bid Up Description	MA	No	No
Capacity Type Indicator	MA	No	No
Capacity Type Name	MA	No	No
Deal Type	MA	No	No
Downstream Contract Identifier	BC	Yes	Yes
Downstream Entity Name	BC	No	Yes
Downstream Package ID	MA	No	No
Downstream Rank (Priority)	MA	No	No
Export Declaration	MA	No	No
Export Declaration Description	MA	No	No
Maximum Rate Indicator	BC	No	No
Minimum Delivery Quantity	MA	No	No
Minimum Receipt Quantity	MA	No	No
Model Type	BC	No	No
Model Type Name	BC	No	No
Nomination Subsequent Cycle Ind.	MA	No	Yes
Nomination Subsequent Cycle Name	MA	No	No
Nominator's Tracking ID	BC	No	Yes
Nomination User Data 1	MA	No	No
Nomination User Data 2	MA	No	No
Processing Rights Indicator	MA	No	No
Processing Rights Descriptor	MA	No	No
Service Provider's Activity Code	MA	No	No
Upstream Contract Identifier	BC	Yes	Yes
Upstream Entity Name	BC	No	Yes
Upstream Package ID	MA	No	No
Upstream Rank (Priority)	MA	No	No

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements

Below is a listing of the Mutually Agreeable (MA) and Business Conditional (BC) data elements as defined by GISB and their acceptance by Company.

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Nomination)			
Associated Contract	MA	No	No
Beginning Time	BC	No	Yes
Bid Transportation Rate	BC	No	No
Bid Up Indicator	MA	No	No
Bid Up Description	MA	No	No
Capacity Type Indicator	MA	No	No
Capacity Type Name	MA	No	No
Deal Type	MA	No	No
Downstream Contract Identifier	BC	Yes	Yes
Downstream Entity Name	BC	No	Yes
Downstream Package ID	MA	No	No
Downstream Rank (Priority)	MA	No	No
Export Declaration	MA	No	No
Export Declaration Description	MA	No	No
Minimum Delivery Quantity	MA	No	No
Minimum Receipt Quantity	MA	No	No
Model Type	BC	No	No
Model Type Name	BC	No	No
Nomination Subsequent Cycle Ind.	MA	No	Yes
Nomination Subsequent Cycle Name	MA	No	No
Nominator's Tracking ID	BC	No	Yes
Nomination User Data 1	MA	No	No
Nomination User Data 2	MA	No	No
Processing Rights Indicator	MA	No	No
Processing Rights Descriptor	MA	No	No
Service Provider's Activity Code	MA	No	No
Upstream Contract Identifier	BC	Yes	Yes
Upstream Entity Name	BC	No	Yes
Upstream Package ID	MA	No	No
Upstream Rank (Priority)	MA	No	No

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Confirmation Response)			
Confirmation Service Contract	BC	No	No
Conf. Subsequent Cycle Indicator	MA	No	Yes
Confirmation Subsequent Cycle Name	MA	No	No
Confirmation Tracking Identifier	BC	No	Yes
Confirmation User Data 1	BC	No	No
Confirmation User Data 2	BC	No	No
Delivery Rank (Priority)	MA	No	No
Downstream Contract Identifier	BC	No	Yes
Downstream Package ID	MA	No	No
Package ID	MA	No	No
Receipt Rank (Priority)	MA	No	No
Service Requester Contract	MA	No	Yes
Service Requester	MA	No	Yes
Solicited/Unsolicited Indicator	BC	No	No
Upstream Contract Identifier	BC	No	Yes
Upstream Package ID	MA	No	No
(Scheduled Quantity)			
Capacity Type Indicator	MA	No	No
Capacity Type Name	MA	No	No
Delivery Rank (Priority)	MA	Yes*	Yes
Delivery Scheduling Status	MA	No	No
Distributed Confirmed Delivery Quantity	MA	No	No
Distributed Confirmed Receipt Quantity	MA	No	No
Export Declaration	MA	No	No
Export Declaration Description	MA	No	No
Fuel Quantity	MA	Yes*	Yes
Nom. Subsequent Cycle Indicator	MA	No	No
Nomination Subsequent Cycle Name	MA	No	No
Nomination User Data 1	MA	No	No
Nomination User Data 2	MA	No	No
Processing Rights Indicator	MA	No	No
Processing Rights Description	MA	No	No
Receipt Rank (Priority)	MA	Yes*	Yes
Receipt Scheduling Status	MA	No	No
Service Provider's Activity Code	MA	No	No

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Confirmation Response)			
Confirmation Service Contract	BC	No	No
Conf. Subsequent Cycle Indicator	MA	No	Yes
Confirmation Subsequent Cycle Name	MA	No	No
Confirmation Tracking Identifier	BC	No	Yes
Confirmation User Data 1	BC	No	No
Confirmation User Data 2	BC	No	No
Delivery Rank (Priority)	MA	No	No
Downstream Contract Identifier	BC	No	Yes
Downstream Package ID	MA	No	No
Package ID	MA	No	No
Receipt Rank (Priority)	MA	No	No
Service Requester Contract	MA	No	Yes
Service Requester	MA	No	Yes
Solicited/Unsolicited Indicator	BC	No	No
Upstream Contract Identifier	BC	No	Yes
Upstream Package ID	MA	No	No
(Scheduled Quantity)			
Capacity Type Indicator	MA	No	Yes
Capacity Type Name	MA	No	No
Delivery Rank (Priority)	MA	Yes*	Yes
Export Declaration	MA	No	No
Export Declaration Description	MA	No	No
Fuel Quantity	MA	Yes*	Yes
Nom. Subsequent Cycle Indicator	MA	No	No
Nomination Subsequent Cycle Name	MA	No	No
Nomination User Data 1	MA	No	No
Nomination User Data 2	MA	No	No
Processing Rights Indicator	MA	No	No
Processing Rights Description	MA	No	No
Receipt Rank (Priority)	MA	Yes*	Yes
Service Provider's Activity Code	MA	No	No

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Shipper Imbalance)			
Capacity Type Indicator	MA	No	No
Capacity Type Name	MA	No	No
Export Declaration	MA	No	No
Export Declaration Description	MA	No	No
Package ID	MA	No	Yes
Service Provider's Activity Code	MA	No	No
Settlement Type	MA	No	No
Settlement Type Description	MA	No	No
Transaction Type	MA	No	No
Transaction Type Description	MA	No	No
(Measurement Information)			
None			
(Measured Volume Audit Statement)			
Component	BC	Yes	Yes
Extension	MA	No	No
Gas Analysis Effective Date	BC	Yes	Yes
Heating Factor	BC	Yes	Yes
Pressure Factor	BC	Yes@	Yes
(Request for Information)			
None			
(Response to Request for Information)			
None			

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Shipper Imbalance)			
Capacity Type Indicator	MA	No	No
Capacity Type Name	MA	No	No
Export Declaration	MA	No	No
Export Declaration Description	MA	No	No
Package ID	MA	No	Yes
Service Provider's Activity Code	MA	No	No
Settlement Type	MA	No	No
Settlement Type Description	MA	No	No
Transaction Type	MA	No	No
Transaction Type Description	MA	No	No
(Measurement Information)			
None			
(Measured Volume Audit Statement)			
Component	BC	Yes	Yes
Gas Analysis Effective Date	BC	Yes	Yes
Heating Factor	BC	Yes	Yes
Pressure Factor	BC	Yes@	Yes
(Transportation/Sales Invoice)			
Accounting Adjustment Method	MA	Yes	Yes
Capacity Type Indicator	MA	No	No
Charge Type	MA	Yes*	Yes
Contact Person (name)	MA	Yes*	Yes
Contact Person (phone)	MA	Yes*	Yes
Currency	BC	Yes	Yes
Downstream Contract Identifier	MA	No	No
Downstream Identifier Code	MA	No	No
Effective Exchange Date	BC	No	No
Electronic Funds Transfer Address	BC	Yes	Yes
Electronic Funds Transfer Due Date	BC	Yes	Yes
Exchange Rate	BC	No	No
Export Declaration	MA	No	No
Package ID	MA	No	Yes
Previous Invoice Identifier	MA	No	No

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
Replacement Release Code	MA	Yes*	Yes
Service Requester	MA	Yes*	Yes
Upstream Contract Identifier	MA	No	No
Upstream Identifier Code	MA	No	No
(Payment Remittance)			
Currency	BC	Yes	Yes
Effective Exchange Date	BC	No	No
Exchange Rate	BC	No	No
Payee's Bank ABA Number	BC	No	Yes
Payee's Bank Account Number	BC	No	Yes
Remittance Address	BC	No	No
Service Requester	MA	Yes*	Yes
(Statement of Account)			
Account Number	MA	No	No
Currency	BC	Yes	Yes
Effective Exchange Date	BC	No	No
Exchange Rate	BC	No	No
Service Requester	MA	Yes*	Yes
(Service Requester Level Charge/Allowance Invoice)			
Contact Person (name)	MA	No	No
Contact Person (phone)	MA	No	No
Previous Invoice Identifier	MA	No	No
(Offer Download)			
Replacement Capacity Indicator	BC	No	No
Replacement Capacity Indicator Desc	BC	No	No

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
Price Tier	BC	No	No
Replacement Release Code	MA	Yes*	Yes
Service Requester	MA	Yes*	Yes
Tax Identification Code	BC	No	No
Upstream Contract Identifier	MA	No	No
Upstream Identifier Code	MA	No	No
(Payment Remittance)			
Currency	BC	Yes	Yes
Effective Exchange Date	BC	No	No
Exchange Rate	BC	No	No
Remittance Address	BC	No	No
Service Requester	MA	Yes*	Yes
(Statement of Account)			
Account Number	MA	No	No
Currency	BC	Yes	Yes
Effective Exchange Date	BC	No	No
Exchange Rate	BC	No	No
Service Requester	MA	Yes*	Yes
(Service Requester Level Charge/Allowance Invoice)			
Contact Person (name)	MA	No	No
Contact Person (phone)	MA	No	No
Currency	BC	No	No
Effective Exchange Date	BC	No	No
Electronic Funds Transfer Address	BC	No	No
Electronic Funds Transfer Due Date	BC	No	No
Exchange Rate	BC	No	No
Previous Invoice Identifier	MA	No	No
Tax Identification Code	BC	No	No
(Offer Download)			
Replacement Capacity Indicator	BC	No	No

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.3 Key

The key shall be composed of: service requester contract (Service Agreement), transaction type, upstream party, upstream contract (when applicable), receipt location (as applicable), downstream party, (as applicable) downstream contract (when applicable), delivery location (as applicable), package ID, capacity type indicator (where mutually agreed), service provider activity code (where mutually agreed). Upon receipt by Company from a Shipper of a transaction whose key elements match those previously received by the Company from the Shipper, the Company shall then process the begin date/time and end date/time consistent with the intentions of NAESB WGQ Standard 1.3.7 and then process the rest of the transaction's data elements consistent with the applicable standards to determine the business results. When data is not supplied (e.g. is not applicable, is not supported or is not mutually agreed upon) the pertinent portion of the key would be determined to be null. [1.3.27/v1.3]

35.4 Dates Included in Invoice

If Company performs daily allocations, the Beginning Transaction Date/Time and the Ending Transaction Date/Time in the Invoice shall be the date/time that a transaction (line item) began (or ended respectively) where such transaction began (or ended respectively) within the subject invoice period. [3.3.26/v1.5]

If Company allocates daily and a transaction began prior to the subject invoicing period, the Beginning Transaction Date/Time in the Invoice shall be the beginning date of the invoicing period. [3.3.26/1.5]

If Company allocates daily and a transaction was continuing as of the end of the subject invoicing period, the Ending Transaction date/Time in the Invoice shall be the ending date of the invoicing period. [3.3.26/1.5]

If Company performs only monthly allocations, the Beginning Transaction Date/Time and the Ending Transaction Date/Time are permitted to be the date/time that the subject invoicing period began (or ended respectively). [3.3.26/1.5]

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.3 The key shall be composed of: service requester contract (Service Agreement), transaction type, upstream party, upstream contract (when applicable), receipt location (as applicable), downstream party, (as applicable) downstream contract (when applicable), delivery location (as applicable), package ID, capacity type indicator (where mutually agreed), service provider activity code (where mutually agreed). Upon receipt by Company from a Shipper of a transaction whose key elements match those previously received by the Company from the Shipper, the Company shall then process the begin date/time and end date/time consistent with the intentions of GISB Standard 1.3.7 and then process the rest of the transaction's data elements consistent with the applicable standards to determine the business results. When data is not supplied (e.g. is not applicable, is not supported or is not mutually agreed upon) the pertinent portion of the key would be determined to be null. [1.3.27/v1.3]

36. ELECTRONIC DELIVERY MECHANISM

36.1 GISB EDM Related Standards

Grouped by their applicability, Company will incorporate by reference the following GISB EDM Standards, Principles and Definitions:

General EDM	Number	Current Version
Future Technology Model	4.1.1	1.0
Marketplace Pick Winners	4.1.2	1.0
Cost Effective Solutions	4.1.3	1.0
Seamless Marketplace	4.1.4	1.0
Data Availability to All	4.1.5	1.0
Interface With Third Parties	4.1.6	1.0
Nondiscriminatory EDM	4.1.7	1.0

GENERAL TERMS AND CONDITIONS

37. POOLING/TITLE TRANSFER

37.1 Supported WGQ NAESB Standard by Reference

Company provides at least one pool.

Deliveries from receipt points shall be able to be delivered directly into at least one pool and delivery points shall be able to receive quantities from at least one pool, excluding non-continuous facilities. [1.3.18]

37.2 Availability

Transfer Points have been established to facilitate the aggregation or dis-aggregation of gas being transported on Company's system.

Transfer Points for Forwardhaul transportation purposes are deemed to exist immediately downstream of all receipt points and immediately upstream of all delivery points. For Backhaul transportation purposes these Transfer Points are deemed to exist immediately upstream of all receipt points and immediately downstream of all delivery points.

GENERAL TERMS AND CONDITIONS

37. POOLING/TITLE TRANSFER (Continued)

37.4 Nomination 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]

The scheduled quantity into and out of a Nominating Party's pool must balance.

At the time of nomination, a Nominating Party may provide to Company a ranking of receipts into and deliveries out of their pool. When necessary, such ranking shall be used by Company to balance the pool prior to scheduling. If no such rankings exists, Company will apply pro rata reductions on the side of the pool with the greater quantity to balance.

Transportation service into and out of a pool, as detailed in Subsection 10.4 hereof, will dictate the scheduling priority of the pool.

37.5 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]

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.

Sheet No. 300I is being
reserved for future use.

35. DATA ELEMENTS (Continued)

35.1 Data Set Usage by Company (Continued)

Internet Electronic Transport Related Standards:

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, 10.3.2, 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, 10.3.25

36. RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

Below is a listing of the Mutually Agreeable (MA) and Business Conditional (BC) data elements as defined by NAESB WGQ and their acceptance by Company.

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Nomination Quick Response)			
Service Provider's Activity Code	MA	No	No
(Request for Confirmation)			
Confirmation Service Contract	BC	No	No
Conf. Subsequent Cycle Indicator	MA	No	Yes
Confirmation Subsequent Cycle Name	MA	No	No
Confirmation Tracking Identifier	BC	No	Yes
Confirmation User Data 1	MA	No	No
Confirmation User Data 2	MA	No	No
Delivery Rank (Priority)	MA	No	No
Downstream Contract Identifier	BC	No	Yes
Downstream Package ID	MA	No	No
Package ID	MA	No	No
Receipt Rank (Priority)	MA	No	No
Service Requester	MA	No	Yes
Service Requester Contract	MA	No	Yes
Upstream Contract Identifier	BC	No	Yes
Upstream Package ID	MA	No	No

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements

Below is a listing of the Mutually Agreeable (MA) and Business Conditional (BC) data elements as defined by GISB and their acceptance by Company.

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Nomination Quick Response)			
Service Provider's Activity Code	MA	No	No
(Request for Confirmation)			
Confirmation Service Contract	BC	No	No
Conf. Subsequent Cycle Indicator	MA	No	Yes
Confirmation Subsequent Cycle Name	MA	No	No
Confirmation Tracking Identifier	BC	No	Yes
Confirmation User Data 1	MA	No	No
Confirmation User Data 2	MA	No	No
Delivery Rank (Priority)	MA	No	No
Downstream Contract Identifier	BC	No	Yes
Downstream Package ID	MA	No	No
Package ID	MA	No	No
Receipt Rank (Priority)	MA	No	No
Service Requester	MA	No	Yes
Service Requester Contract	MA	No	Yes
Upstream Contract Identifier	BC	Yes	Yes
Upstream Package ID	MA	No	No

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Scheduled Quantity for Operator)			
Conf. Subsequent Cycle Indicator	MA	No	Yes
Confirmation Subsequent Cycle Name	MA	No	No
Confirmation User Data 1	MA	No	No
Confirmation User Data 2	MA	No	No
Scheduling Status	MA	No	No
(Confirmation Response Quick Response)			
None			
(Pre-determined Allocations)			
Allocation Rank Indicator	MA	No	No
Limit Value	BC	No	No
PDA Submitter's Tracking ID	BC	No	Yes
(Pre-Determined Allocation - Quick Response)			
None			
(Allocation)			
Ending Imbalance Quantity	MA	Yes*	Yes
Ending Imbalance Value	MA	No	No

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Scheduled Quantity for Operator)			
Conf. Subsequent Cycle Indicator	MA	No	Yes
Confirmation Subsequent Cycle Name	MA	No	No
Confirmation User Data 1	MA	No	No
Confirmation User Data 2	MA	No	No
(Confirmation Response Quick Response)			
None			
(Pre-determined Allocations)			
Allocation Rank Indicator	MA	No	No
Limit Value	BC	No	No
PDA Submitter's Tracking ID	BC	No	Yes
(Pre-Determined Allocation - Quick Response)			
(Allocation)			
Ending Imbalance Quantity	MA	Yes*	Yes
Ending Imbalance Value	MA	No	No

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Authorization to Post Imbalances)			
None			
(Posted Imbalance Download)			
None			
(Request for Imbalance Trade)			
Imbalance Period - Confirming Trader	BC	No	No
Operational Impact Area - Confirming Trader	BC	No	No
Contract - Confirming Trader	BC	Yes	Yes
Contract - Initiating Trader	BC	Yes	Yes
Imbalance Trade Tracking ID	BC	Yes	Yes
Imbalance Type - Confirming Trader	BC	No	No
Imbalance Type - Initiating Trader	BC	No	No
Trade Fuel Quantity - Confirming Trader	BC	Yes	Yes
Trade Fuel Quantity - Initiating Trader	BC	Yes	Yes
(Request for Imbalance Trade Quick Response)			
None			
(Withdrawal of Request for Imbalance Trade)			
None			

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Bid Download)			
None			
(Award Download)			
None			
(Replacement Capacity)			
None			
(Withdrawal Download)			
None			
(Withdrawal Upload)			
Authorization Code	MA	No	No
Withdrawal Comments	BC	No	No
(Offer Upload)			
Allowable Re-release Indicator	BC	Yes	Yes
Allowable Re-release Indicator Desc	BC	No	No
Authorization Code	MA	No	No
Bid Period End Date	BC	Yes	Yes
Bid Period End Time	BC	Yes	Yes
Bid Period Start Date	BC	Yes	Yes
Bid Period Start Time	BC	Yes	Yes

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Bid Download)			
None			
(Award Download)			
None			
(Replacement Capacity)			
None			
(Withdrawal Download)			
None			
(Withdrawal Upload)			
Authorization Code	MA	No	No
Withdrawal Comments	BC	No	No
(Offer Upload)			
Allowable Re-release Indicator	BC	Yes	Yes
Authorization Code	MA	No	No
Bid Period End Date	BC	Yes	Yes
Bid Period End Time	BC	Yes	Yes
Bid Period Start Date	BC	Yes	Yes
Bid Period Start Time	BC	Yes	Yes

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
Bid Quantity - Location	BC	Yes	Yes
Bidder Affiliate Indicator	BC	No	No
Bidder Contact E-mail Address	BC	No	No
Bidder Contact Fax Number	BC	No	No
Bidder Contact Name	BC	Yes	Yes
Bidder Contact Phone Number	BC	No	No
Capacity Marketing Indicator	MA	No	No
Capacity Marketing Indicator Desc	MA	No	No
Contingency End Date	BC	Yes	Yes
Contingency End Time	BC	Yes	Yes
Detail Level Identifier	MA	No	No
Disclose Indicator	MA	No	No
Disclose Indicator Description	MA	No	No
Discount Indicator	MA	No	No
Discount Indicator Description	MA	No	No
Gas Transaction Point 1 Description	MA	Yes*	Yes
Gas Transaction Point 1 Zone	BC	No	No
Gas Transaction Point 2 Description	MA	Yes*	Yes
Indemnification Clause	MA	No	No
Maximum Offer Quantity - Location	BC	Yes	Yes
Maximum Rate	BC	Yes	Yes
Minimum Offer Quantity - Location	BC	Yes	Yes
Minimum Acceptable Volumetric Commitment Percentage	BC	No	No
Minimum Acceptable Volumetric Commitment Quantity	BC	No	No

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
Bid Quantity - Location	BC	Yes	Yes
Bidder Affiliate Indicator	BC	No	No
Bidder Contact E-mail Address	BC	No	No
Bidder Contact Fax Number	BC	No	No
Bidder Contact Name	BC	Yes	Yes
Bidder Contact Phone Number	BC	No	No
Capacity Marketing Indicator	MA	No	No
Contingency End Date	BC	Yes	Yes
Contingency End Time	BC	Yes	Yes
Disclose Indicator	MA	No	No
Discount Indicator	MA	No	No
Gas Transaction Point 1 Description	MA	Yes*	Yes
Gas Transaction Point 1 Zone	BC	No	No
Gas Transaction Point 2 Description	MA	Yes*	Yes
Indemnification Clause	MA	No	No
Maximum Offer Quantity - Location	BC	Yes	Yes
Maximum Rate	BC	Yes	Yes
Minimum Offer Quantity - Location	BC	Yes	Yes
Minimum Acceptable Volumetric Commitment Percentage	BC	No	No
Minimum Acceptable Volumetric Commitment Quantity	BC	No	No

35. DATA ELEMENTS (Continued)

35.4 Dates Included in Invoice (Continued)

In the instance where Company allocates monthly, invoices on allocated quantities, and defaults the Beginning Transaction Date/Time and Ending Transaction Date/Time to the beginning and ending of the subject invoicing period, Company shall indicate on the invoice the document to which the Service Requester may refer for documentation supporting the invoice quantities. [3.3.26/1.5]

In the instance where Company allocates daily, rolls up to monthly for invoicing, and defaults the Beginning Transaction Date/Time and Ending Transaction Date/Time to the beginning and ending of the subject invoicing period, Company shall indicate on the invoice the document to which the Service Requester may refer for documentation supporting the invoice quantities. [3.3.26/v1.5]

In Standard 3.3.26, Beginning and Ending Transaction Date/Time, as used, represent four data elements: Beginning Transaction Date, Beginning Transaction Time, Ending Transaction Date, and Ending Transaction Time. [3.3.26/v1.5]

36. ELECTRONIC DELIVERY MECHANISM

36.1 NAESB WGQ EDM Related Standards

Grouped by their applicability, Company will incorporate by reference the following NAESB WGQ EDM Standards, Principles, Definitions and Recommendations:

General EDM	Number	Current Version
Marketplace Pick Winners	4.1.2	1.0
Cost Effective Solutions	4.1.3	1.0
Seamless Marketplace	4.1.4	1.0
Interface With Third Parties	4.1.6	1.0
Nondiscriminatory EDM	4.1.7	1.0

GENERAL TERMS AND CONDITIONS

36. ELECTRONIC DELIVERY MECHANISM (Continued)

36.1 GISB EDM Related Standards (Continued)

General EDM	Number	Current Version
Equality of EDM	4.1.8	1.0
Business Processing Rules	4.1.9	1.0
Number of Exchange Formats	4.1.10	1.0
Minimum Standard Capability	4.1.11	1.0
Internet Compatibility	4.1.12	1.0
Allowing Download Capability	4.1.13	1.0
Testing New Data Sets	4.1.14	1.0
Site-level Security Standards	4.1.15	1.1
Reporting of Elements	4.1.33	1.4
Meaningful Error Messages	1.1.9	1.0
Standardized Glossary	3.1.1	1.0
Consistent Elements	3.1.2	1.0

Designated Site	Number	Current Version
TCP/IP Capability	4.3.1	1.2
HTTP Capability	4.3.8	1.4
Designated Receipt Site URL	4.3.12	1.1
Internet Protocols	4.3.36	1.4
Minimization of Outbound Ports	4.1.37	1.4
Company's Firewall Boundary	4.3.64	1.4
Client Firewall Requirement	4.3.70	1.4
Standard Client Configuration	4.1.23	1.4
Inbound Firewall Ports	4.3.71	1.4
Web Browser Interface	4.3.37	1.4
Accessibility of Site	4.3.38	1.4
Downloadable Documents	4.3.5	1.1
User Response/Inter-activity	4.1.22	1.4
Common Look and Feel	4.1.31	1.4
HTTP Timestamp	4.3.9	1.4
HTTP Response - Timestamp	4.3.10	1.1
HTTP Response - IP Address	4.3.11	1.1

Sheet No. 300F.01a is being
reserved for future use.

37. POOLING/TITLE TRANSFER (Continued)

37.2 Availability (Continued)

Compression service Transfer Points will be located upstream of the corresponding compressor station where gas is physically compressed and delivered off of Company's system or downstream of the corresponding compressor station where gas is physically compressed and received into Company's system.

PAL Transfer Points shall be located immediately upstream of the PAL point for park and unloan transactions and immediately downstream for the PAL Point for unpark and loan transactions.

Company shall post a list of such Transfer Points.

Transfer Points do not exist on non-contiguous facilities.

37.3 Applicability and Character of Service

Company's Transfer Points are available as secondary points for scheduling purposes by a Nominating Party under any Agreement, and under a Title Transfer Agreement available on Company's Internet web site unless specifically excluded from use in a specific Rate Schedule. A specific Transfer Point may be available as a Primary Receipt Point or a Primary Delivery Point if specifically allowed in any of Company's Rate Schedules.

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]

37. POOLING/TITLE TRANSFER (Continued)

37.5 Third Party Provided Title Transfer Tracking (Continued)

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

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]

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]

38. NEGOTIATED RATES

38.1 Availability

Shipper and Company may agree to Negotiated Rates for a specific term of service under any Rate Schedule contained in this Tariff. The rates as shown on Company's Statement of Rates are available as Recourse Rates for any Shipper that does not negotiate a rate with Company.

GENERAL TERMS AND CONDITIONS

38. NEGOTIATED RATES (Continued)

38.2 Applicability

38.21 Existing Service

Notwithstanding anything to the contrary contained in this tariff, Company and Shipper may mutually agree to negotiate rates and contract term for all or any portion of the capacity under any existing Agreement, provided that Shipper has not acquired its capacity through a temporary capacity release. If only a portion of the capacity under any existing Agreement will be priced at Negotiated Rates, the original Agreement must first be bifurcated, and Recourse Rates will continue to apply to the Agreement not subject to the Negotiated Rates.

38.22 New Service

(a) Requests for Planned Pipeline Capacity

Company and Shipper may mutually agree to Negotiated Rates and contract term for any planned expansion and/or extension capacity that is requested by Shipper.

(b) Bids on Posted Available Capacity

If available capacity is posted for bid and Company has determined that it is willing to consider bids at Negotiated Rates, Company must specify in its posting that it will consider Negotiated Rate bids in addition to Recourse Rate and discounted Recourse Rate bids.

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Second Revised Sheet No. 300A.02 Second Revised Sheet No. 300A.02
Superseding: Sheet Nos. 300A.02 Through 300F.07

The following Tariff sheets have been superseded
and are reserved for future use:

First Revised Sheet No. 300A.02
Sixth Revised Sheet No. 300B
Fourth Revised Sheet No. 300B.01
Fourth Revised Sheet No. 300C
Second Revised Sheet No. 300C.01
Fourth Revised Sheet No. 300D
Original Sheet No. 300D.01
Original Sheet No. 300D.02
Fourth Revised Sheet No. 300E
Third Revised Sheet No. 300E.01
First Revised Sheet No. 300E.01a
Third Revised Sheet No. 300E.02
Third Revised Sheet No. 300E.03
Original Sheet No. 300E.04
Second Revised Sheet No. 300E.05
Ninth Revised Sheet No. 300F
Fourth Revised Sheet No. 300F.01
Substitute Second Revised Sheet No. 300F.01a
Substitute Third Revised Sheet No. 300F.02
Substitute Fourth Revised Sheet No. 300F.03
Second Revised Sheet No. 300F.04
Third Revised Sheet No. 300F.05
Substitute Fifth Revised Sheet No. 300F.06
Substitute First Revised Sheet No. 300F.07

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Request for Confirmation of Imbalance Trade)			
None			
(Imbalance Trade Confirmation)			
None			
(Imbalance Trade Notification)			
None			
(Transportation/Sales Invoice)			
Accounting Adjustment Method	MA	Yes	Yes
Capacity Type Indicator	MA	No	No
Charge Type	MA	Yes*	Yes
Contact Person (name)	MA	Yes*	Yes
Contact Person (phone)	MA	Yes*	Yes
Downstream Contract Identifier	MA	No	No
Downstream Identifier Code	MA	No	No
Export Declaration	MA	No	No
Package ID	MA	No	Yes
Previous Invoice Identifier	MA	No	No

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
Minimum Acceptable Volumetric Load Factor Percentage	BC	No	No
Minimum Volumetric Commitment Percentage	BC	No	No
Minimum Volumetric Commitment Quantity	BC	No	No
Pre-Arranged Deal Match Date	BC	Yes	Yes
Pre-Arranged Deal Match Time	BC	Yes	Yes
Production Area Indicator	BC	No	No
Production Area Indicator Desc	BC	No	No
Rate Schedule	BC	Yes	Yes
Release Type	BC	Yes	Yes
Release Type Description	BC	No	No
Releaser Contact E-mail Address	BC	Yes	Yes
Releaser Contact Fax Number	BC	Yes	Yes
Releaser Contact Name	BC	Yes	Yes
Releaser Contact Phone Number	BC	Yes	Yes
Replacement Capacity Indicator	BC	No	No
Replacement Capacity Indicator Desc	BC	No	No
Replacement Shipper Contract Number	MA	No	No
Retained Quantity	BC	No	No
Return Addressee Contact E-mail	BC	No	No
Return Addressee Contact Fax Number	BC	No	No
Return Addressee Contact Name	BC	No	No
Return Addressee Contact Phone Number	BC	No	No
Seasonal End Date	BC	No	No
Seasonal Start Date	BC	No	No
Special Terms and Misc. Notes	MA	No	No
(Offer Upload Quick Response)			
None			
(Offer Upload Notification)			
Discount Indicator	MA	No	No
Discount Indicator Description	MA	No	No
Gas Transaction Point 1 Description	MA	Yes*	Yes
Gas Transaction Point 2 Description	MA	Yes*	Yes

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
Minimum Acceptable Volumetric Load Factor Percentage	BC	No	No
Minimum Volumetric Commitment Percentage	BC	No	No
Minimum Volumetric Commitment Quantity	BC	No	No
Pre-Arranged Deal Match Date	BC	Yes	Yes
Pre-Arranged Deal Match Time	BC	Yes	Yes
Production Area Indicator	BC	No	No
Rate Schedule	BC	Yes	Yes
Release Type	BC	Yes	Yes
Releaser Contact E-mail Address	BC	Yes	Yes
Releaser Contact Fax Number	BC	Yes	Yes
Releaser Contact Name	BC	Yes	Yes
Releaser Contact Phone Number	BC	Yes	Yes
Replacement Capacity Indicator	BC	No	No
Replacement Shipper Contract Number	MA	No	No
Retained Quantity	BC	No	No
Return Addressee Contact E-mail	BC	No	No
Return Addressee Contact Fax Number	BC	No	No
Return Addressee Contact Name	BC	No	No
Return Addressee Contact Phone Number	BC	No	No
Seasonal End Date	BC	No	No
Seasonal Start Date	BC	No	No
Special Terms and Misc. Notes	MA	No	No

(Offer Upload Quick Response)

None

(Offer Upload Notification)

Discount Indicator	MA	No	No
Gas Transaction Point 1 Description	MA	Yes*	Yes
Gas Transaction Point 2 Description	MA	Yes*	Yes

Sub Third Revised Sheet No. 300F.02 Sub Third Revised Sheet No. 300F.02 : Effective
Superseding: Sub Second Revised Sheet No. 300F.02

Sheet No. 300F.02 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

36. ELECTRONIC DELIVERY MECHANISM (Continued)

36.1 GISB EDM Related Standards (Continued)

General EDM	Number	Current Version
Originating Party	4.3.3	1.0
Originator - Timestamp	4.3.2	1.4
Sender and Receiver Roles	4.3.14	1.1
Failed Unit of Work	4.3.13	1.1
Transactional Data	4.3.4	1.1
File-based Security	4.3.15	1.1
Maximize Display Space	4.1.20	1.3
Minimize Scrolling	4.1.21	1.3
Navigational Structure	4.1.24	1.4
Standardized Navigation	4.3.40	1.4
Menu Navigation	4.3.41	1.4
Use of Common Codes	4.3.56	1.4
Standard Code Descriptions	4.3.45	1.4
Standardized Nomenclature	4.3.47	1.4
Display Definition	4.2.3	1.3
Navigational Area Definition	4.2.7	1.4
Content Area Definition	4.2.8	1.4
Header Definition	4.2.14	1.4
Detail Definition	4.2.15	1.4
Form Definition	4.2.16	1.4
Matrix Definition	4.2.17	1.4
Batch Flat File	4.2.18	1.4
Interactive Flat File	4.2.19	1.4
Download Definition	4.2.2	1.3
Printing Definition	4.2.4	1.3
Standard Client Definition	4.2.9	1.4

GENERAL TERMS AND CONDITIONS

37. POOLING/TITLE TRANSFER (Continued)

37.3 Applicability and Character of Service (Continued)

Company provided Title Transfer Tracking is an administrative service performed pursuant to a Title Transfer Agreement, under which Company permits Shipper to use Transfer Points for nomination of title transfers on Company's system. Company will accept nominations by Shipper, for the transfer of title, for quantities of gas at the Transfer Point as directed by Shipper. Subject to being scheduled, gas at a given Point of Receipt on Company's system can be transported to a given Point of Delivery, be pooled immediately downstream at the Point of Receipt's Transfer Point, or be transported to a pool at a different Transfer Point.

Subject to being scheduled, gas at a given Point of Delivery on Company's system can be transported from a given Point of Receipt, be pooled immediately upstream at the Point of Delivery's Transfer Point, or be transported from a pool at a different Transfer Point.

Company supports two types of no mileage title transfer: 1) pool-to-pool transfer at a given Transfer Point and 2) physical point to transfer point or transfer point to physical point title transfer. Such title transfer service is available to a Shipper under their Agreement as well as those who have executed a Title Transfer Agreement with Company. [1.1.13]

Title transfer tracking improves quantity certainty. [1.1.10]

GENERAL TERMS AND CONDITIONS

38. NEGOTIATED RATES (Continued)

38.2 Applicability (Continued)

38.23 Expiring/Terminating Service

An existing Shipper with a right-of-first-refusal as outlined in Section 5 of Rate Schedule T-1 may retain all or a portion of its capacity when such capacity is posted subject to Negotiated Rate offers, for the lesser of five years or the term of the Best Bid, (1) by matching the Best Bid under a Negotiated Rate offer submitted by another Shipper that meets or exceeds the lowest rate Company is willing to accept for such service, (2) by paying a Recourse Rate or discounted Recourse Rate that is equivalent to the Negotiated Rate for the capacity it wishes to retain, or (3) by paying the currently effective Maximum Rate in order to retain its contracted capacity; provided, however, that nothing herein shall obligate Company to render service to any Shipper at rates less than Company's then applicable maximum tariff rates.

38.3 Best Bid Evaluation

38.31 If Company determines that it is willing to accept Negotiated Rate bids for capacity that is available pursuant to Section 38.2 above, it will state in its posting, that bids will be evaluated using Method A, as described in Subsection 27.23(a)(i), wherein the Maximum Reservation Rate shall be the reservation rate and/or other guaranteed revenue stream of the Negotiated Rate bid not exceeding the Maximum Rate applicable to such capacity.

If Company's posting specifies that it will accept Negotiated Rate bids tied to an index or indices, Company will post an assumed value for such index or indices, where such assumed value is based on both historical and projected index prices. This assumed value will be used to compare Negotiated Rate bids with Recourse Rate and discounted Recourse Rate bids; provided, however, that if a Shipper with a Negotiated Rate bid tied to an index or indices is awarded the capacity, such Shipper will pay according to the actual value of the index or indices at the time service is rendered.

GENERAL TERMS AND CONDITIONS

38. NEGOTIATED RATES (Continued)

38.2 Applicability (Continued)

38.23 Expiring/Terminating Service

An existing Shipper with a right-of-first-refusal as outlined in Section 5 of Rate Schedule T-1 may retain all or a portion of its capacity when such capacity is posted subject to Negotiated Rate offers, for the lesser of five years or the term of the Best Bid, (1) by matching the Best Bid under a Negotiated Rate offer submitted by another Shipper that meets or exceeds the lowest rate Company is willing to accept for such service, (2) by paying a Recourse Rate or discounted Recourse Rate that is equivalent to the Negotiated Rate for the capacity it wishes to retain, or (3) by paying the currently effective Maximum Rate in order to retain its contracted capacity; provided, however, that nothing herein shall obligate Company to render service to any Shipper at rates less than Company's then applicable maximum tariff rates.

38.3 Best Bid Evaluation

38.31 If Company determines that it is willing to accept Negotiated Rate bids for capacity that is available pursuant to Section 38.2 above, it will state in its posting, that bids will be evaluated using Method A, as described in Subsection 27.61(a), wherein the Maximum Reservation Rate shall be the reservation rate and/or other guaranteed revenue stream of the Negotiated Rate bid not exceeding the Maximum Rate applicable to such capacity.

If Company's posting specifies that it will accept Negotiated Rate bids tied to an index or indices, Company will post an assumed value for such index or indices, where such assumed value is based on both historical and projected index prices. This assumed value will be used to compare Negotiated Rate bids with Recourse Rate and discounted Recourse Rate bids; provided, however, that if a Shipper with a Negotiated Rate bid tied to an index or indices is awarded the capacity, such Shipper will pay according to the actual value of the index or indices at the time service is rendered.

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(UPPD - Bidder Confirmation)			
Associated Contract	MA	Yes*	Yes
Authorization Code	MA	Yes*	Yes
Bidder Contact E-Mail Address	BC	Yes	Yes
Bidder Contact Fax Number	BC	Yes	Yes
Bidder Contact Name	BC	Yes	Yes
Bidder Contact Phone Number	BC	Yes	Yes
Response Reason Text	MA	Yes*	Yes
Return Addressee Contact E-Mail Address	BC	Yes	Yes
Return Addressee Contact Fax Number	BC	Yes	Yes
Return Addressee Contact Name	BC	Yes	Yes
Return Addressee Contact Phone Number	BC	Yes	Yes

* - If mutually agreed to by Shipper.
@ - Used for positive meters only

Where no specific contract otherwise applies, in case of shipper level interest charges due to prior invoices, shipper level imbalance charges, and shipper level GRI refunds, a data element(s) shall exist to support these charges due from the Service Requester. The invoice data set (GISB Standards 3.4.X) shall support a method of communicating this information at the Service Requester level. [3.3.22/v1.3]

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(Offer Upload Bidder Confirmation)			
Associated Contract	MA	No	No
Authorization Code	MA	No	No
Bidder Contact E-mail Address	BC	Yes	Yes
Bidder Contact Fax Number	BC	Yes	Yes
Bidder Contact Name	BC	Yes	Yes
Bidder Contact Phone Number	BC	Yes	Yes
Response Reason Text	MA	Yes*	Yes
Return Addressee Contact E-mail Address	BC	No	No
Return Addressee Contact Fax Number	BC	No	No
Return Addressee Contact Name	BC	No	No
Return Addressee Contact Phone Number	BC	No	No
(Offer Upload Bidder Confirmation Quick Response)			
None			
(Offer Upload Final Disposition)			
None			
(Operationally Available and Unsubscribed Capacity)			
None			
(Upload of Request for Download of Posted Datasets)			
None			

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Sheet No. 300F.03 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

36. ELECTRONIC DELIVERY MECHANISM (Continued)

36.1 GISB EDM Related Standards (Continued)

Informational Postings	Standard	Current Version
Location Requirements	4.1.16	1.3
Information Requirements	4.1.17	1.3
Posting Consistency	4.1.18	1.3
Ease of Download	4.1.19	1.3
HTML Posting Requirement	4.3.6	1.1
Acceptable Formats	4.3.16	1.3
Use of Password to Access	4.3.20	1.3
Company Name in Title Bar	4.3.24	1.3
Navigation Label	4.3.17	1.3
Vertical Display of Links	4.3.30	1.3
Abbreviation of Names	4.3.31	1.3
Unsupported Data F./Column	4.3.34	1.4
Navigational Links	4.3.22	1.3
Customer Activities Link	4.3.63	1.4
Search	4.3.26	1.3
Site Map Definition	4.2.5	1.3
Site Map Requirements	4.3.25	1.3
Categories and Labels	4.3.21	1.3
Subcategories and Labels	4.3.23	1.3
Index of Customers Headings	4.3.35	1.3
Notice Subcategories	4.3.27	1.3
Notice List Format	4.3.28	1.4
Notice Labels	4.3.29	1.4
Tariff Content Links	4.3.32	1.3
Previous/Next Links	4.3.33	1.3
Additional Informational Posts	4.1.25	1.4
Definition of CAR	4.2.6	1.3
Posting of URLs to CAR	4.3.18	1.3
CAR listing of URLs	4.3.19	1.3

GENERAL TERMS AND CONDITIONS

38. NEGOTIATED RATES (Continued)

38.3 Best Bid Evaluation (Continued)

38.32 The present value of a Negotiated Rate bid under Method A pursuant to Subsection 27.61(a) of the General Terms and Conditions will be capped at the value of a Recourse Rate bid under comparable terms.

38.4 Filing Requirement

Company will submit to the Commission a tariff sheet stating the name of the Shipper, the Negotiated Rate, and the Rate Schedule applicable to any Agreement contracted on a Negotiated Rate basis. Unless Company executes and files a non-conforming Agreement, such tariff sheet will contain a statement that the Negotiated Rate Agreement does not deviate in any material aspect from the form of Agreement in the tariff for the applicable Rate Schedule.

38.5 Rate Treatment

Company will not seek in future general rate proceedings discount-type adjustments to demand charge billing determinants for capacity converted from Recourse Rate Agreements to Negotiated Rate Agreements, unless the Recourse Rate had already been discounted. In those situations where Company had granted a market-justified discount to the Recourse Rate and subsequently converted the Agreement to a Negotiated Rate Agreement, Company may seek a discount-type adjustment, based on the greater of: (a) the Negotiated Rate revenues received or (b) the discounted Recourse Rate revenues which otherwise would have been received, but Company will have the burden of proof to demonstrate the appropriateness of both the existence and level of any such adjustment. The procedural rights of all parties will be preserved to contest the propriety of the proposed adjustment.

Company will maintain separate and identifiable accounts for volumes transported, billing determinants, rate components, surcharges, and revenues associated with negotiated rate transactions.

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
(System-wide Notices)			
None			
(Note/Special Instructions)			
None			
(Bid Upload)			
Associated Contract	MA	No	No
Authorization Code	MA	No	No
Bid Minimum Quantity - Location	BC	Yes	Yes
Bid Quantity - Location	BC	Yes	Yes
Bidder Affiliate Indicator	BC	Yes	Yes
Bidder Contact E-mail Address	BC	Yes	Yes
Bidder Contact Fax Number	BC	Yes	Yes
Bidder Contact Name	BC	Yes	Yes
Bidder Contact Phone Number	BC	Yes	Yes
Gas Transaction Point 1 Description	MA	Yes*	Yes
Gas Transaction Point 2 Description	MA	Yes*	Yes
Minimum Volumetric Commitment Percentage	BC	No	No
Minimum Volumetric Commitment Quantity	BC	No	No
Replacement Shipper Contract Number	MA	No	No
Return Addressee Contact E-mail Address	BC	No	No

36. ELECTRONIC DELIVERY MECHANISM (Continued)

36.1 NAESB WGQ EDM Related Standards (Continued)

Customer Activities	Standard	Current Version
Use of Passwords to Protect	4.3.60	1.4
Use of Encryption	4.3.61	1.6
Client Guidelines	4.3.59	1.4
Custom Download Modules	4.3.62	1.4
Unsupported New Services	4.3.67	1.4
Common Code Validation	4.3.51	1.4
Use of New Features	4.3.52	1.4
Subset List of Code Values	4.3.53	1.4
Derivation of Data	4.3.55	1.4
Web Comparability with EDI	4.1.32	1.4
User Interaction	4.1.26	1.4
Company Name in Title Bar	4.3.65	1.4
Business Function in Header	4.3.46	1.4
Constant Content Information	4.1.29	1.4
Minimize Scrolling	4.3.57	1.4
Default Data Element Placement	4.1.30	1.4
Information Display Fields	4.3.58	1.4
Non-Data Dictionary Fields	4.3.68	1.4
Content Area Navigation	4.3.49	1.4
Lookup Navigation	4.3.50	1.4
Display of Totals	4.3.48	1.4
Separate Form/Matrix Pages	4.3.66	1.4
Combined Form and Matrix	4.3.76	1.4
Fill Form with Matrix Data	4.3.78	1.4
Alternative Views	4.3.72	1.4
Display of Tied Data Fields	4.3.73	1.4
Submitted New Data Fields	4.3.74	1.4
Web Page Standards	4.1.28	1.4
Categories and Labels	4.3.42	1.4
Abbreviation of Names	4.3.54	1.4

GENERAL TERMS AND CONDITIONS

36. ELECTRONIC DELIVERY MECHANISM (Continued)

36.1 GISB EDM Related Standards (Continued)

Customer Activities	Standard	Current Version
Use of Passwords to Protect	4.3.60	1.4
Use of Encryption	4.3.61	1.4
Client Guidelines	4.3.59	1.4
Custom Download Modules	4.3.62	1.4
Unsupported New Services	4.3.67	1.4
Common Code Validation	4.3.51	1.4
Use of New Features	4.3.52	1.4
Subset List of Code Values	4.3.53	1.4
Derivation of Data	4.3.55	1.4
Web Comparability with EDI	4.1.32	1.4
User Interaction	4.1.26	1.4
Company Name in Title Bar	4.3.65	1.4
Business Function in Header	4.3.46	1.4
Constant Content Information	4.1.29	1.4
Minimize Scrolling	4.3.57	1.4
Default Data Element Placement	4.1.30	1.4
Information Display Fields	4.3.58	1.4
Non-Data Dictionary Fields	4.3.68	1.4
Content Area Navigation	4.3.49	1.4
Lookup Navigation	4.3.50	1.4
Display of Totals	4.3.48	1.4
Separate Form/Matrix Pages	4.3.66	1.4
Combined Form and Matrix	4.3.76	1.4
Fill Form with Matrix Data	4.3.78	1.4
Alternative Views	4.3.72	1.4
Display of Tied Data Fields	4.3.73	1.4
Submitted New Data Fields	4.3.74	1.4
Web Page Standards	4.1.28	1.4
Categories and Labels	4.3.42	1.4
Abbreviation of Names	4.3.54	1.4

GENERAL TERMS AND CONDITIONS

38. NEGOTIATED RATES (Continued)

38.6 Limitations

This Section 38 does not authorize Company to negotiate terms and conditions of service.

39. OFF-SYSTEM SERVICES ACQUIRED - SPECIFIC SHIPPER REQUEST

39.1 Company may acquire off-system services from third parties at the request of a specific Shipper. Such services shall be subject to the terms and conditions of Company's Tariff. For purposes of transactions entered into subject to this Section, the "Shipper must hold title" requirement shall not be applicable to the acquired off-system services.

39.2 If a Shipper requests and Company agrees, to acquire off-system services from a third party to provide services for the benefit of such Shipper on Company's system, Shipper may, on a non-discriminatory basis, be required to pay Company, in addition to any applicable rates and charges assessed pursuant to this Tariff, the rates and charges Company is obligated to pay such third party for the off-system service. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

39.3 Any off-system services acquired by Company for the benefit of a specific Shipper which is not being utilized shall be offered, on a non-discriminatory basis, to Company's other Shippers on a secondary or interruptible basis, pursuant to the terms of Company's Tariff and subject to any applicable third party charges. Company will indicate in its posting of such off-system service available for service, whether any third party charges will apply to the use of such off-system service and whether such off-system service is subject to term limitations. In no event, will service under this Section 39 be beyond the term during which Company has contracted to obtain the off-system service from a third party.

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
Return Addressee Contact Fax Number	BC	No	No
Return Addressee Contact Name	BC	No	No
Return Addressee Contact Phone Number	BC	No	No
Special Terms and Misc. Notes	MA	No	No

(Bid Upload Quick Response)

None

(Transactional Reporting - Capacity Release)

None

(Transactional Reporting - Firm Transportation)

None

(Transactional Reporting - Interruptible Transportation)

None

* - If mutually agreed to by Shipper.
@ - Used for positive meters only

Where no specific contract otherwise applies, in case of shipper level interest charges due to prior invoices, shipper level imbalance charges, and shipper level GRI refunds, a data element(s) shall exist to support these charges due from the Service Requester. The invoice data set (NAESB WGQ Standards 3.4.X) shall support a method of communicating this information at the Service Requester level. [3.3.22/v1.3]

GENERAL TERMS AND CONDITIONS

35. DATA ELEMENTS (Continued)

35.2 Mutually Agreeable and Business Conditional Data Elements (Continued)

(Data Set) Business Name	Usage	Required by Company	Supported by Company
Return Addressee Contact Fax Number	BC	No	No
Return Addressee Contact Name	BC	No	No
Return Addressee Contact Phone Number	BC	No	No
Special Terms and Misc. Notes	MA	No	No

(Bid Upload Quick Response)

None

* - If mutually agreed to by Shipper.
@ - Used for positive meters only

Where no specific contract otherwise applies, in case of shipper level interest charges due to prior invoices, shipper level imbalance charges, and shipper level GRI refunds, a data element(s) shall exist to support these charges due from the Service Requester. The invoice data set (GISB Standards 3.4.X) shall support a method of communicating this information at the Service Requester level. [3.3.22/v1.3]

36. ELECTRONIC DELIVERY MECHANISM (Continued)

36.1 NAESB WGQ EDM Related Standards (Continued)

Customer Activities	Standard	Current Version
Processing Nomenclature	4.3.69	1.4
Relationship with EDI/FF	4.1.27	1.4
Corresponding FF and EDI Sets	4.1.34	1.4
Exchange of FF Data Sets	4.1.35	1.4
Field Lengths of FF	4.1.38	1.4
Display of Related EDI Sets	4.3.44	1.4
Nomination Labels	4.3.43	1.4
Validation Messages	1.3.56	1.4
Logical Grouping of Form Data	1.3.47	1.4
Data Group/Initial Element	1.3.49	1.4
Form Order of Data Groups	1.3.50	1.4
Ordering of Data Group Fields	1.3.54	1.5
Combining Form and Matrix	1.3.53	1.4
Data Entry on Form and Matrix	1.3.48	1.4
Query of Codes or List	1.3.55	1.4
Confirmation Data Groups	1.3.57	1.4
Confirmation Data Group Order	1.3.60	1.4
Confirmation Views	1.3.58	1.4
Scheduled Quantity Form and Matrix	1.3.62	1.5
Scheduled Quantity Logical Grouping	1.3.59	1.4
Scheduled Quantity Data Group Order	1.3.61	1.5
Sorting of Bumped Nominations	1.3.52	1.4
Sorting of Reduced Nominations	1.3.79	1.4
Operator Scheduled Quantity Order	1.3.63	1.6
Flowing Gas Labels	4.3.75	1.4
Flowing Gas Logical Grouping	2.3.32	1.5
Allocation Logical Group Order	2.3.33	1.4

GENERAL TERMS AND CONDITIONS

36. ELECTRONIC DELIVERY MECHANISM (Continued)

36.1 GISB EDM Related Standards (Continued)

Customer Activities	Standard	Current Version
Processing Nomenclature	4.3.69	1.4
Relationship with EDI/FF	4.1.27	1.4
Corresponding FF and EDI Sets	4.1.34	1.4
Exchange of FF Data Sets	4.1.35	1.4
Field Lengths of FF	4.1.38	1.4
Display of Related EDI Sets	4.3.44	1.4
Nomination Labels	4.3.43	1.4
Validation Messages	1.3.56	1.4
Auto-fill of Identifier	4.3.77	1.4
Logical Grouping of Form Data	1.3.47	1.4
Data Group/Initial Element	1.3.49	1.4
Form Order of Data Groups	1.3.50	1.4
Ordering of Data Group Fields	1.3.54	1.4
Combining Form and Matrix	1.3.53	1.4
Data Entry on Form and Matrix	1.3.48	1.4
Query of Codes or List	1.3.55	1.4
Confirmation Data Groups	1.3.57	1.4
Confirmation Data Group Order	1.3.60	1.4
Confirmation Views	1.3.58	1.4
Scheduled Quantity Form and Matrix	1.3.62	1.4
Scheduled Quantity Logical Grouping	1.3.59	1.4
Scheduled Quantity Data Group Order	1.3.61	1.4
Sorting of Bumped Nominations	1.3.52	1.4
Sorting of Reduced Nominations	1.3.79	1.4
Operator Scheduled Quantity Order	1.3.63	1.4
Flowing Gas Labels	4.3.75	1.4
Flowing Gas Logical Grouping	2.3.32	1.4
Allocation Logical Group Order	2.3.33	1.4

Effective Date: 09/01/2005 Status: Effective
FERC Docket: RP05-392-001

Sub Fifth Revised Sheet No. 300F.06 Sub Fifth Revised Sheet No. 300F.06 : Effective
Superseding: Sub Fourth Revised Sheet No. 300F.06

Sheet No. 300F.06 is being
reserved for future use.

GENERAL TERMS AND CONDITIONS

36. ELECTRONIC DELIVERY MECHANISM (Continued)

36.1 GISB EDM Related Standards (Continued)

Customer Activities	Standard	Current Version
Shipper Imbalance Group Order	2.3.34	1.4
PDA Allocation Group Order	2.3.35	1.4
Invoice Labels	4.3.79	1.4
Access to Transportation Inv.	3.3.23	1.4
Access to Sales Invoice	3.3.24	1.4
Capacity Release Labels	4.3.85	1.4
Display of Offer Summary List	5.3.41	1.4
Filter of Offer Summary List	5.3.42	1.4

Capacity Release Uploads	Standard	Version
Accept/Process Offer Uploads	5.3.31	1.4
Accept/Process Bid Uploads	5.3.32	1.4
Posting of Upload Offer/Bid	5.3.33	1.4

Company currently does not support flat file transfers. Consequently, GISB Standard 4.3.80 (v1.4), 4.3.81 (v1.4), 4.3.82 (v1.4), 4.3.83 (v1.4), and 4.3.84 (v1.4) are not applicable.

Effective Date: 09/01/2005 Status: Effective
FERC Docket: RP05-392-001

Sub First Revised Sheet No. 300F.07 Sub First Revised Sheet No. 300F.07 : Effective
Superseding: Substitute Original Sheet No. 300F.07

Sheet No. 300F.07 is being
reserved for future use.

40. OFF-SYSTEM SERVICES

From time to time, Company may obtain transportation and/or storage services on other interstate or intrastate pipelines in order to render services on behalf of its customers. Such services will be subject to Northern Border's open access tariff and currently effective rates that are subject to revision from time to time.

41. CREDIT WORTHINESS

Company shall evaluate the credit worthiness of any Person that may request services under this Tariff. Company shall not be required to commence or continue services under this Tariff on behalf of any Person who fails to establish or maintain credit worthiness as may be required by Company. A Person's credit worthiness shall be reviewed on a continuing basis. Credit worthiness shall be based on the level of service requested.

Company shall evaluate a Person based on the following credit criteria:

1) current financial reports; whereby Company shall apply consistent evaluation practices in determining the working capital, profitability trends, net worth, cash flow, and overall financial condition,

2) information from credit rating agencies or bank/trade references to determine the manner in which a Person's payment obligations are met,

3) prompt payment of obligations to Company on a consistent basis as reflected in an on-going business relationship with Company, and

4) a person shall not be operating under a federal, state, or other applicable bankruptcy law or judgment subject to liquidation, reorganization, arrangement, adjustment, composition, or appointment of a receiver, trustee, or assignee of the Person's property.

A Person that fails to meet the credit criteria may also become creditworthy by providing and maintaining one of the following credit alternatives as required by Company: (a) a guaranty from a creditworthy party, (b) a standby letter of credit from a creditworthy bank equal to an amount not to exceed twelve (12) months of estimated contractual obligations or the lesser of contract term, or (c) other security as is acceptable to Company.

GENERAL TERMS AND CONDITIONS

41. CREDIT WORTHINESS (Continued)

41.1 Credit Worthiness Notices

41.11 Company Responsibilities

(a) Company shall designate, on its Internet web site or in written notices to any Person, the Internet E-mail addresses of up to two representatives who are authorized to receive notices regarding a Person's credit worthiness. A Person'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 Person and designate to whom the response shall be sent. Company and Person may mutually agree to waive this requirement. [0.3.3/v1.7]

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

GENERAL TERMS AND CONDITIONS

41. CREDIT WORTHINESS (Continued)

41.1 Credit Worthiness Notices (Continued)

41.11 Company Responsibilities (Continued)

(d) After Company's receipt of Person's request for re-evaluation, including all required information ("Person's Request"), within five (5) Business Days, Company shall provide a written response to Person's Request. Such written response shall include either a determination of credit worthiness 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 Person'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 41 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.

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

GENERAL TERMS AND CONDITIONS

41. CREDIT WORTHINESS (Continued)

41.1 Creditworthiness Notices (Continued)

41.11 Company Responsibilities (Continued)

(iv) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer credit worthy and has not provided credit alternative(s) pursuant to this Section 41. [5.3.60/v1.7]

41.12 Person Responsibilities

(a) Person shall designate up to two representatives who are authorized to receive notices regarding the Person's credit worthiness, 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 credit worthiness notifications is waived until the above requirement has been met. Person shall manage internal distribution of any credit worthiness 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 credit worthiness evaluation, the Person's authorized representative(s) shall acknowledge receipt of Company's request. Company and Person may mutually agree to waive this requirement. [0.3.4/v1.7]

(c) Person's authorized representative(s) shall respond to Company's request for credit information, as allowed by this Section 41, on or before the due date specified in the request. Person 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]

GENERAL TERMS AND CONDITIONS

41. CREDIT WORTHINESS (Continued)

41.1 Credit Worthiness Notices (Continued)

41.12 Person Responsibilities (Continued)

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

41.13 Designating Notice Representatives

Company's and Person's authorized credit worthiness representative(s) for Internet E-mail notifications, responses and requests as described in this Section 41 shall be established by initiating a request as prescribed on Company's Customer Activity site.

In complying with the credit worthiness-related notifications pursuant to this Section 41 and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff, Person and Company may mutually agree to other forms of communication in lieu of Internet E-mail notification. [0.3.10/v1.7]

GENERAL TERMS AND CONDITIONS

42. DISCOUNTING

42.1 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 discount provided shall not change the underlying rate design and the resulting 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:

1) to certain specified quantities under the Agreement (referred to as quantity rate type); or

2) if specified quantity levels are actually achieved or with respect to quantities above or below a specified level (referred to as quantity level rate type; or

3) during specified time periods (referred to as time period rate type or contract rate type); or

4) 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

5) 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

GENERAL TERMS AND CONDITIONS

42. DISCOUNTING (Continued)

42.1 (Continued)

6) 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

7) 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 42.1(7) 1) 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; and 3) shall define the rate component to be discounted (referred to as index price differential type).

GENERAL TERMS AND CONDITIONS

43. NON-CONFORMING AGREEMENTS

1. MidAmerican Energy, Global Point Agreement, dated May 5, 2000.

2. BP Canada Energy Marketing Corp., U.S. Shippers Service Agreement under Rate Schedule T-1 effective April 30, 2006 (T2206F).

3. Dakota Gasification Company, U.S. Shippers Service Agreement under Rate Schedule T-1 effective April 30, 2006 (T2577F).

4. Tenaska Marketing Ventures, U.S. Shippers Service Agreement under Rate Schedule T-1 effective April 30, 2006 (T2576F).

5. Tenaska Marketing Ventures, U.S. Shippers Service Agreement under Rate Schedule T-1 effective April 30, 2006 (T2574F).

6. Northern States Power Company, a Minnesota Corporation, Firm Compression Service Agreement under Rate Schedule FCS-DP (DP001F).

GENERAL TERMS AND CONDITIONS

43. NON-CONFORMING AGREEMENTS

Shipper Name	Agreement Number	Type of Agreement	Termination Date
MidAmerican Energy Company	N/A	Global Point	Evergreen Prov.
BP Canada Energy Marketing Corp.	T2206F	Rate Schedule T-1	04/29/2104
Dakota Gasification Company	T2577F	Rate Schedule T-1	05/04/2016
Tenaska Marketing Ventures	T2576F	Rate Schedule T-1	05/04/2016
Tenaska Marketing Ventures	T2574F	Rate Schedule T-1	12/04/2011
Northern States Power Company, a Minnesota Corporation	DP001F	Rate Schedule T-1	03/31/2027
Husky Gas Marketing	T1017F	Rate Schedule T-1	10/31/2010
Hess Corporation	T1019F	Rate Schedule T-1	10/31/2012
Petro-Canada Hydrocarbon Inc.	T1057F	Rate Schedule T-1	12/21/2010
The Peoples Gas Light and Coke Company	T1062F	Rate Schedule T-1	03/31/2012
Alcoa Inc.	T1064F	Rate Schedule T-1	10/31/2012
Montana-Dakota Utilities Company	T1065F	Rate Schedule T-1	12/31/2013
North Shore Gas Company	T1066F	Rate Schedule T-1	03/31/2012
Nexen Marketing U.S.A. Inc	T1067F	Rate Schedule T-1	12/21/2013
Hess Corporation	T1068F	Rate Schedule T-1	10/31/2010
Hess Corporation	T1069F	Rate Schedule T-1	10/31/2012
EnCana Marketing (USA) Inc.	T1080F	Rate Schedule T-1	10/31/2015
Conoco Phillips Company	T1085F	Rate Schedule T-1	03/31/2010
MidAmerican Energy Company	T1100F	Rate Schedule T-1	10/31/2012
MidAmerican Energy Company	T1101F	Rate Schedule T-1	10/31/2012
MidAmerican Energy Company	T1102F	Rate Schedule T-1	10/31/2012
Alcoa Inc.	T1110F	Rate Schedule T-1	10/31/2012
Tenaska Marketing Ventures	T1113F	Rate Schedule T-1	12/31/2013
Minnesota Corn Processors LLC	T1129F	Rate Schedule T-1	10/31/2010
The Peoples Gas Light and Coke Company	T1138F	Rate Schedule T-1	09/30/2011
Northern Indiana Public Service Company	T1139F	Rate Schedule T-1	09/30/2011
Northern Indiana Public Service Company	T1140F	Rate Schedule T-1	09/30/2011
MidAmerican Energy Company	T1142F	Rate Schedule T-1	02/14/2011
Integrys Energy Services Inc.	T1143F	Rate Schedule T-1	09/30/2011
Conoco Phillips Company	T1150F	Rate Schedule T-1	03/31/2011
Tenaska Marketing Ventures	T1152F	Rate Schedule T-1	12/31/2013
Integrys Energy Services Inc.	T1168F	Rate Schedule T-1	09/30/2011
Integrys Energy Services, Inc.	T1849F	Rate Schedule T-1	09/30/2011
BP Canada Energy Marketing Corp.	T1876F	Rate Schedule T-1	02/29/2012
BP Canada Energy Marketing Corp.	T1877F	Rate Schedule T-1	02/29/2012
Tenaska Marketing Ventures	T1937F	Rate Schedule T-1	03/31/2011
Husky Gas Marketing Inc.	T1938F	Rate Schedule T-1	10/31/2010
BP Canada Energy Marketing Corp.	T2085F	Rate Schedule T-1	07/31/2014
Dakota Gasification Company	T2104F	Rate Schedule T-1	12/31/2013
EnCana Marketing (USA) Inc.	T2109F	Rate Schedule T-1	10/31/2015
Nexen Marketing U.S.A. Inc.	T2138F	Rate Schedule T-1	12/21/2013
Dakota Gasification Company	T2142F	Rate Schedule T-1	12/31/2013
ONEOK Energy Services Company, L.P.	T2146F	Rate Schedule T-1	03/31/2012
Prairielands Energy Marketing, Inc.	T2163F	Rate Schedule T-1	12/31/2010
Nicor Enerchange, L.L.C.	T2202F	Rate Schedule T-1	03/31/2010
ONEOK Energy Services Company, L.P.	T2575F	Rate Schedule T-1	11/29/2011
Prairielands Energy Marketing, Inc.	T3482F	Rate Schedule T-1	03/31/2012
BP Canada Energy Marketing Corp.	T3515F	Rate Schedule T-1	03/31/2010
Occidental Energy Marketing, Inc.	T3555F	Rate Schedule T-1	03/31/2010
Tenaska Marketing Ventures	T3557F	Rate Schedule T-1	03/31/2010
James Valley Ethanol, LLC d/b/a POET Biorefining - Groton	T3615F	Rate Schedule T-1	10/31/2013

43. NON-CONFORMING AGREEMENTS (Continued)

Shipper Name	Agreement Number	Type of Agreement	Termination Date
Sempra Energy Trading Corp.	T3638F	Rate Schedule T-1	03/31/2010
Prairielands Energy Marketing, Inc.	T3883F	Rate Schedule T-1	10/31/2012
The Peoples Gas Light and Coke Company	T3941F	Rate Schedule T-1	09/30/2011
Prairielands Energy Marketing, Inc.	T3945F	Rate Schedule T-1	12/31/2011
Nexen Marketing U.S.A. Inc.	T3951F	Rate Schedule T-1	03/31/2010
PLCP, L.P.	T3952F	Rate Schedule T-1	10/31/2012
NorthWestern Corporation, d/b/a NorthWestern Energy	T3959F	Rate Schedule T-1	10/31/2013
EnCana Marketing (USA) Inc.	T4020F	Rate Schedule T-1	03/31/2015
Sempra Energy Trading Corp.	T4100F	Rate Schedule T-1	03/31/2012
Prairielands Energy Marketing, Inc.	T4122F	Rate Schedule T-1	03/31/2013
Hess Corporation	T4176F	Rate Schedule T-1	10/31/2012
Tenaska Marketing Ventures	T4335F	Rate Schedule T-1	10/31/2010
Sempra Energy Trading Corp.	T4395F	Rate Schedule T-1	10/31/2011
NJR Energy Services Company	T4438F	Rate Schedule T-1	04/30/2011
Shell Energy North America (US), L.P.	T4569F	Rate Schedule T-1	10/31/2010
Shell Energy North America (US), L.P.	T4570F	Rate Schedule T-1	10/31/2010
Sequent Energy Management, L.P.	T4584F	Rate Schedule T-1	07/31/2011
Integrys Energy Services, Inc.	T4627F	Rate Schedule T-1	09/30/2011
Enserco Energy Inc.	T4748F	Rate Schedule T-1	04/05/2010
Enbridge Gas Services (U.S.) Inc.	T4750F	Rate Schedule T-1	03/31/2010
Enterprise Products Operating LLC	T4819F	Rate Schedule T-1	04/03/2012
Merrill Lynch Commodities, Inc.	T4834F	Rate Schedule T-1	10/31/2010
Merrill Lynch Commodities, Inc.	T4835F	Rate Schedule T-1	10/31/2010
EnCana Marketing (USA) Inc.	T4842F	Rate Schedule T-1	03/31/2016
NJR Energy Services Company	T4897F	Rate Schedule T-1	06/30/2011
Interstate Power and Light Company	T4918F	Rate Schedule T-1	03/31/2012
Interstate Power and Light Company	T4919F	Rate Schedule T-1	05/31/2012
Tenaska Marketing Ventures	T5046F	Rate Schedule T-1	12/31/2013
Tenaska Marketing Ventures	T5047F	Rate Schedule T-1	12/31/2013
The Peoples Gas Light and Coke Company	T5139F	Rate Schedule T-1	04/02/2021
Sequent Energy Management, L.P.	T5183F	Rate Schedule T-1	10/31/2010
EnCana Marketing (USA) Inc.	T5210F	Rate Schedule T-1	04/30/2016
Northwind Resources, LLC	T5345F	Rate Schedule T-1	03/31/2012
Tenaska Marketing Ventures	T5397F	Rate Schedule T-1	12/31/2013
Enterprise Products Operating LLC	T5444F	Rate Schedule T-1	04/02/2021
Enterprise Products Operating LLC	T5445F	Rate Schedule T-1	04/02/2021
Enterprise Products Operating LLC	T5446F	Rate Schedule T-1	11/02/2019
Enterprise Products Operating LLC	T5447F	Rate Schedule T-1	03/31/2020
Enterprise Products Operating LLC	T5448F	Rate Schedule T-1	03/31/2020
Enterprise Products Operating LLC	T5449F	Rate Schedule T-1	04/02/2020
Enterprise Products Operating LLC	T5450F	Rate Schedule T-1	04/02/2020
Enterprise Products Operating LLC	T5451F	Rate Schedule T-1	04/07/2020
Louis Dreyfus Energy Services, L.P.	T5591F	Rate Schedule T-1	03/31/2010
ONEOK Energy Services Company, L.P.	T5712F	Rate Schedule T-1	03/31/2010
Tenaska Marketing Ventures	T5742F	Rate Schedule T-1	03/31/2010
Northern Illinois Gas Company, d/b/a Nicor Gas	FB0252	Rate Schedule T-1B	10/31/2012
MidAmerican Energy Company	FB0652	Rate Schedule T-1B	03/31/2010
Interstate Power and Light Company	FB0655	Rate Schedule T-1B	04/30/2010
NorthWestern Corporation, d/b/a NorthWestern Energy	FB0665	Rate Schedule T-1B	10/31/2013
Northern States Power Company, a Minnesota Corporation	FB0676	Rate Schedule T-1B	03/31/2027

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reserved for future use.

GENERAL TERMS AND CONDITIONS

44. AGENCY

For purposes of this Section 44, Customer shall be defined as any Person who executes an Agreement with Company for service under any of Company's Rate Schedules contained in this Tariff.

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 which is available on Company's Internet web site. Such Agency Authorization Agreement or any changes to 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 44 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 representative, Customer shall be liable for all obligations under the Delegated Agreements.

GENERAL TERMS AND CONDITIONS

44. AGENCY (Continued)

A third party may administer rights under multiple Delegated Agreements as the Agent for one or more Customers; 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, aggregation or balancing of gas for only those Customers that have delegated the rights and obligations under their Delegated Agreements.

45. COMPRESSOR USAGE SURCHARGE

45.1 Purpose and Applicability

This Section 45 establishes the procedures to reflect changes in the Compressor Usage Surcharge, set forth on the Statement of Rates, to be applicable to Company's forward-haul transportation services under Rate Schedule(s) T-1, T-1B, and IT-1, as may be revised from time to time.

45.2 Definitions

(a) Usage Costs - the sum of the actual costs incurred by Company at any of Company's electric compressors installed along Company's system related to electricity and use taxes imposed on the consumption of natural gas quantities at natural gas powered stations along Company's system.

(b) Estimated Usage Costs - the sum of the Estimated Usage Costs for the twelve months ending in February of each year.

(c) Usage Cost True-Up Mechanism - the difference between the Estimated Usage Costs and the actual Usage Costs for the twelve months ended in February of each year. Under-collection of Usage Costs will result in a positive Adjustment Amount. Over-collection of Usage Costs will result in a negative Adjustment Amount.

GENERAL TERMS AND CONDITIONS

45. COMPRESSOR USAGE SURCHARGE (Continued)

45.3 Filing Requirements

Company shall file with the Federal Energy Regulatory Commission to reflect net changes to establish a revised Compressor Usage Surcharge rate at least 30 days prior to each May 1 of each year.

45.4 Methodology

The methodology used to derive the Compressor Usage Surcharge is as follows:

The Compressor Usage Surcharge to be applicable for each year beginning on May 1 shall be equal to the sum of Estimated Usage Costs and the Usage Cost True-Up Mechanism. The total of such costs shall be divided by the annual system-wide dekatherm miles to obtain the Compressor Usage Surcharge to be effective May 1 of each year.

46. OPERATIONAL PURCHASES AND SALES OF GAS

46.1 Applicability

Company may purchase and/or sell gas to the extent necessary to: (i) balance Company Use Gas; (ii) maintain system pressure and line pack; (iii) manage imbalance quantities; (iv) perform other operational functions of Company in connection with transportation and other similar services; and (v) otherwise protect the operational integrity of Company's pipeline system. Any such purchases or sales shall be made on an unbundled basis. Operational purchases or sales shall have a lower transportation priority than firm service.

The sale or purchase of natural gas shall occur at any Receipt Point or Delivery Point on Company's pipeline system or at points located within any off-system capacity held by Company on other systems. Such purchases or sales shall be authorized pursuant to Company's blanket certificate and will be made on a non-discriminatory basis.

46.2 Solicitation of Bids

Company shall post for bid its operational purchases and/or sales on its public Internet web site. Such posting shall include the following information: 1) the level of daily quantities and whether such purchase and/or sale quantities shall be made on a firm or interruptible basis; 2) the requested effective date and term of the purchase and/or sale; 3) the names of the applicable Receipt Point(s) or Delivery Point(s); 4) method for determining best bid(s); 5) time period for accepting and awarding bid(s); and 6) any additional information as may be required by Company.

GENERAL TERMS AND CONDITIONS

46. OPERATIONAL PURCHASES AND SALES OF GAS

46.2 Solicitation of Bids (Continued)

Company shall ask prospective bidders to place a bid by fax or electronic mail with such bid(s) containing the following information: 1) bidder's legal name and the name, title, address, and phone number of individual authorized to purchase or sell natural gas; 2) bidder's price; 3) information addressing all criteria requested by Company in its posting; 4) any conditions on the prospective bidder's offer to purchase and/or sell gas. Company shall evaluate bid(s) and shall award such purchase and/or sale of gas to the prospective bidder having a bid containing the lowest bid (if a purchase) or the highest bid (if a sale) and otherwise matching all terms and conditions requested by Company in its posting.

Company reserves its right, in its sole discretion, to 1) withdraw its postings; 2) reject all bids due to operational changes; and 3) reject any bid which is not complete, which contain modifications to the terms of the posting or which contain terms that are operationally unacceptable.

The above procedures shall not apply in emergency situations. Purchases and sales of natural gas in emergency situations shall be reported in accordance with Subsection 46.3 herein.

46.3 Reporting Requirements

Company will file an annual report on or before May 1 of each year reflecting the operational purchases and sales for the 12-month period ending the preceding December 31. The report will state the source of the gas purchased/sold, the date of the purchases/sales, volumes, the purchase/sales price, the cost and revenues for such purchase/sales, the disposition of the associated costs and revenues for all operational purchases and sales, and an explanation of the purpose of any operational purchases and sales transaction.

Sheet Nos. 309 - 399 Sheet Nos. 309 - 399

Sheet Nos. 309 through 399
have not been issued and
are being reserved for future use.

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

This Agreement (the "Service Agreement") is made and entered into at Omaha, Nebraska as of _____, 20__, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and _____, hereinafter referred to as "Shipper".

WHEREAS, Company's investors and lenders rely on Certificates of Public Convenience and Necessity granted by the Federal Energy Regulatory Commission and on the Tariff for the return of and the return on all funds invested in or loaned to the Company; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations; and

WHEREAS, Company recognizes that it will be a condition to the initial effectiveness of this Service Agreement that, notwithstanding any other provision of the Tariff or this Service Agreement, the FERC and all other appropriate federal governmental authorities and/or agencies in the United States shall have issued, under terms and conditions acceptable to Shipper, all final nonappealable authorizations and certificates;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Transportation Path Receipt Point

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company at Shipper's Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

Article 2 - Transportation Path Delivery Point

Company shall deliver gas to Shipper at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 13 of the General Terms and Conditions.

Article 3 - Flexible Receipt and Delivery Points

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff.

Article 4 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule T-1 and the other applicable terms and provisions of this Service Agreement.

Article 5 - Change in Tariff Provisions

Upon notice to Shipper, 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 Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

Article 6 - Cancellation of Prior Agreements

When this Service Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for _____ years, _____ months, _____ days after the Billing Commencement Date or through _____. This Service Agreement may continue in effect thereafter in accordance with Section 5 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

Termination of this U.S. Shippers Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

Article 8 - Applicable Law and Submission to Jurisdiction

This Service Agreement and Company's Tariff, and the rights and obligations of Company and Shipper 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 Service Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of Nebraska and to be performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Service Agreement, provided always that nothing herein contained shall prevent the Company from proceeding at its election against the Shipper in the Courts of any other state, Province or country.

At the Company's request, the Shipper shall irrevocably appoint an agent in Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Nebraska relating to this Service Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Shipper). If said agent ceases to act as a process agent within Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 9 - Successors and Assigns

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under Shipper's Service Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Shipper's Service Agreement. Either party to a Shipper's Service Agreement may pledge or charge the same under the provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Service 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

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

Article 9 - Successors and Assigns (Continued)

in this Article 9 shall, however, operate to release predecessor Shipper from its obligation under its Service Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Shipper from its obligations under its Service Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Shipper, 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. Shipper shall, at Company's request, execute such instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's Service 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, that: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Service Agreement; and (b) Shipper 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.

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

Article 10 - Loss of Governmental Authority, Gas Supply, Transportation or Market

Without limiting its other responsibilities and obligations under this Service Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas removal permits, (2) export and import licenses, (3) gas supply, (4) markets and (5) 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 transportation charges as provided for in this Service Agreement.

Article 11 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 12 - Exhibit A of Service 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 Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

_____

_____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes _____ No _____

Right of First Refusal Path: 3/
Point of Receipt _____ Point of Delivery _____

Yes _____ No _____ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Subsection 26.2(iv) or 26.5 of the General Terms and Conditions.

Maximum Receipt Quantity: _____ Mcf/day

Transportation Path:
Point of Receipt _____ Point of Delivery _____

Maximum Reservation Rate 1/ _____

Discounted Rate: 1/ _____
Rate Type: 2/ _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Daily Reservation Rate _____
Discounted Daily Commodity Rate _____
Point: Point of Receipt _____
Point of Delivery _____
Point to Point: Point of Receipt _____ to Point of Delivery _____
Zone: (define geographical area)
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

1/ Plus the applicable commodity charges and other rates and charges, pursuant to Subsection 3.1 of Rate Schedule T-1.
2/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.
3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.

NORTHERN BORDER PIPELINE COMPANY
U. S. SHIPPERS SERVICE AGREEMENT
RATE SCHEDULE T-1

EXHIBIT A TO U.S. SHIPPERS SERVICE AGREEMENT
(Continued)

This Exhibit A is made and entered into as of _____, 20__.

Billing Commencement Date of this Exhibit A is _____.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF T-1 SHIPPER)

_____

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT - DES PLAINES
RATE SCHEDULE FCS-DP

This Agreement (the "Service Agreement") is made and entered into at Omaha, Nebraska as of _____, 20__, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and _____, hereinafter referred to as "Shipper".

WHEREAS, Shipper is desirous of engaging Company to provide firm compression service for quantities of natural gas; and

WHEREAS, Company is desirous of providing firm compression service for Shipper; and

WHEREAS, the compression of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Receipt Point and Delivery Point

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender to Company at the DP Receipt Point, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such receipt point.

Company shall compress and deliver gas to Shipper at the DP Transfer Point, specified in Exhibit A attached hereto. The minimum delivery pressure at the DP Receipt Point is listed on Exhibit "A".

Article 2 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule FCS-DP and the other applicable terms and provisions of this Service Agreement.

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT - DES PLAINES
RATE SCHEDULE FCS-DP

Article 3 - Change in Tariff Provisions

Upon notice to Shipper, 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 Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 4 - Cancellation of Prior Agreements

When this Service Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 5 - Term

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for _____ years, _____ months, _____ days after the Billing Commencement Date or through _____. This Service Agreement may continue in effect thereafter in accordance with the terms and conditions set forth in Section 5 of Rate Schedule T-1 of Company's FERC Gas Tariff, if applicable. Service rendered pursuant to this Service Agreement shall be automatically abandoned upon termination of this Service Agreement.

Termination of this Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT - DES PLAINES
RATE SCHEDULE FCS-DP

Article 6 - Applicable Law and Submission to Jurisdiction

This Service Agreement and Company's Tariff, and the rights and obligations of Company and Shipper 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 Service Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of Nebraska and to be performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Service Agreement, provided always that nothing herein contained shall prevent the Company from proceeding at its election against the Shipper in the Courts of any other state, Province or country.

At the Company's request, the Shipper shall irrevocably appoint an agent in Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Nebraska relating to this Service Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Shipper). If said agent ceases to act as a process agent within Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 7 - Successors and Assigns

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under Shipper's Service Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Shipper's Service Agreement. Either party to a Shipper's Service Agreement may pledge or charge the same under the provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Service 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

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT - DES PLAINES
RATE SCHEDULE FCS-DP

Article 7 - Successors and Assigns (Continued)

in this Article 7 shall, however, operate to release predecessor Shipper from its obligation under its Service Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Shipper from its obligations under its Service Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Shipper, 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. Shipper shall, at Company's request, execute such instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's Service 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, that: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Service Agreement; and (b) Shipper 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 8 - Loss of Governmental Authority, Gas Supply, Transportation or Market

Without limiting its other responsibilities and obligations under this Service Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas removal permits, (2) export and import licenses, (3) gas supply, (4) markets and (5) 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 transportation charges as provided for in this Service Agreement.

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT - DES PLAINES
RATE SCHEDULE FCS-DP

Article 9 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 10 - Exhibit A of Service Agreement, Rate Schedules and General Terms and Conditions

Company's applicable 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 Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

_____

_____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT
RATE SCHEDULE FCS-DP

EXHIBIT A TO SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: Yes _____ No _____

Maximum Receipt Quantity: _____ Dth/day

	Minimum Inlet Pressure
DP Receipt Point	618 psig

DP Transfer Point

Recourse Rate: Maximum Rate _____

Discounted Rate: _____
Rate Type: 1/ _____
Description: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

1/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.

NORTHERN BORDER PIPELINE COMPANY
FIRM COMPRESSION SERVICE AGREEMENT
RATE SCHEDULE FCS-DP

EXHIBIT A TO SERVICE AGREEMENT
(Continued)

This Exhibit A is made and entered into as of _____, 20__.

Billing Commencement Date of this Exhibit A is _____.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

_____

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT - DES PLAINES
RATE SCHEDULE ICS-DP

This Agreement (the " Agreement") is made and entered into at Omaha, Nebraska as of _____, 20__, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company", and _____, hereinafter referred to as "Shipper".

WHEREAS, Shipper is desirous of engaging Company to provide interruptible compression service for quantities of natural gas; and

WHEREAS, Company is desirous of providing interruptible compression service for Shipper; and

WHEREAS, the compression of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations.

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Receipt Point and Delivery Point

If on any day Company determines that capacity exists to compress all or a portion of Shipper's Maximum Receipt Quantity, then Shipper shall be entitled to tender to Company at the DP Receipt Point a quantity of gas not in excess of the Maximum Receipt Quantity, all set forth in Exhibit A attached hereto. Credit worthiness under this Agreement shall be verified upon receipt of nominations under this Agreement and quantities of gas shall be scheduled pursuant to Section 10 of the General Terms and Conditions.

Company shall compress and deliver gas to Shipper at the DP Transfer Point, specified in Exhibit A attached hereto. The minimum inlet pressure at the DP Receipt Point is listed on Exhibit "A".

Article 2 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule ICS-DP and the other applicable terms and provisions of this Agreement.

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT - DES PLAINES
RATE SCHEDULE ICS-DP

Article 3 - Change in Tariff Provisions

Upon notice to Shipper, 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 Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 4 - Cancellation of Prior Agreements

When this Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 5 - Term

This Agreement shall become effective _____ and shall continue in full force and effect for a term of _____.

Termination of this Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 6 - Applicable Law and Submission to Jurisdiction

This Agreement and Company's Tariff, and the rights and obligations of Company and Shipper 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 Nebraska. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Nebraska and to be 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 the Company from proceeding at its election against the Shipper in the Courts of any other state, Province or country.

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT - DES PLAINES
RATE SCHEDULE ICS-DP

Article 6 - Applicable Law and Submission to Jurisdiction (Continued)

At the Company's request, the Shipper shall irrevocably appoint an agent in Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Nebraska 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 Shipper). If said agent ceases to act as a process agent within Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 7 - Successors and Assigns

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under Shipper's Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Shipper's Agreement. Either party to a Shipper's Agreement may pledge or charge the same under the 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 7 shall, however, operate to release predecessor Shipper from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Shipper from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Shipper, 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. Shipper shall, at Company's request, execute such instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's Agreement or to give effect to the right of a Person whom the Company has specified pursuant to Section 6 of the

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT - DES PLAINES
RATE SCHEDULE ICS-DP

Article 7 - Successors and Assigns (Continued)

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, that: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Agreement; and (b) Shipper 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 8 - Loss of Governmental Authority, Gas Supply, Transportation or Market

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 removal permits, (2) export and import licenses, (3) gas supply, (4) markets and (5) 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 transportation charges as provided for in this Agreement.

Article 9 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 10 - Exhibit A of Agreement, Rate Schedules and General Terms and Conditions

Company's applicable 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.

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT - DES PLAINES
RATE SCHEDULE ICS-DP

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

_____

_____

(NAME OF SHIPPER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT
RATE SCHEDULE ICS-DP

EXHIBIT A TO AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Maximum Receipt Quantity: _____ Dth/day

	Minimum Inlet Pressure
DP Receipt Point	618 psig

DP Transfer Point

Recourse Rate: Maximum Rate _____

Discounted Rate: _____
Rate Type: 1/ _____
Description: _____

Negotiated Rate: No _____ Yes _____ (attach explanation of rate)

1/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.

NORTHERN BORDER PIPELINE COMPANY
INTERRUPTIBLE COMPRESSION AGREEMENT
RATE SCHEDULE ICS-DP

EXHIBIT A TO AGREEMENT
(Continued)

This Exhibit A is made and entered into as of _____, 20__.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

_____

By: _____

Title: _____

Effective Date: 09/16/2009 Status: Effective
FERC Docket: RP09-540-000

Fourth Revised Sheet No. 419 Fourth Revised Sheet No. 419
Superseding: Sheet Nos. 419 Through 425

NOTICE OF CANCELLATION
OF
SHEET NOS. 419 THROUGH 425

The following tariff sheets have been superseded:

Third Revised Sheet No. 419
Fifth Revised Sheet No. 420
Second Revised Sheet No. 421
Second Revised Sheet No. 422
Eighth Revised Sheet No. 423
Third Revised Sheet No. 424
Ninth Revised Sheet No. 425

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1R

Article 3 - Flexible Receipt and Delivery Points

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff.

Article 4 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule T-1R and the other applicable terms and provisions of this Service Agreement.

Article 5 - Change in Tariff Provisions

Upon notice to Shipper, 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 Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper 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 Service Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

Where no Exhibits A have been executed by Company and attached hereto within five years of the date of execution of this Service Agreement then this Service Agreement shall automatically terminate. Where one or more Exhibit A have been executed by Company and attached hereto, then this Service Agreement shall automatically terminate five years after the latest Termination of Service Date on such Exhibit A.

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1R

Article 7 - Term (Continued)

This Service Agreement shall terminate and be of no further force and effect in accordance with Subsection 6.3(b) of the General Terms and Conditions in the event of nonpayment of an invoice on the due date by Shipper.

Any Exhibit A attached hereto shall automatically terminate and be of no further force and effect when the capacity contracted for therein has reverted consistent with Subsection 6.3(b) of the General Terms and Conditions.

Termination of this T-1R Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper 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 Service Agreement and Company's Tariff, and the rights and obligations of Company and Shipper 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 Service Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of Nebraska and to be performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Service Agreement, provided always that nothing herein contained shall prevent the Company from proceeding at its election against the Shipper in the Courts of any other state, Province or country.

At the Company's request, the Shipper shall irrevocably appoint an agent in Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Nebraska relating to the Service Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Shipper). If said agent ceases to act as a process agent within Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1R

Article 9 - Successors

After establishing credit worthiness in accordance with Section 41 of the General Terms and Conditions, any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under Shipper's Service Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Shipper's Service Agreement. Either party to a Shipper's Service Agreement may pledge or charge the same under the provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed. Shipper shall, at Company's request, execute such instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's Service 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, that: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Service Agreement; and (b) Shipper 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 - Loss of Governmental Authority, Gas Supply, Transportation or Market

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 removal permits, (2) export and import authorizations, (3) gas supply, (4) markets and (5) 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 transportation charges as provided for in this Service Agreement.

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1R

Article 11 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 12 - Exhibit A of Service Agreement, Rate Schedules and General Terms and Conditions

Shipper shall initiate a request for firm gas transportation rights by executing and delivering to Company a Bid in accordance with Subsection 27.2 of the General Terms and Conditions. Upon execution by Company of Shipper's Bid for said rights, said Bid shall be deemed to be an Exhibit A and 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 A hereto are all applicable to this Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____
Title: _____

By: _____
Title: _____

ATTEST:

(NAME OF SHIPPER)

_____

By: _____

Title: _____

Submitted For
Offer No. _____
Contract No. _____

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1R

BID/EXHIBIT A

Name of Shipper: _____

Individual Authorizing Acquisition of Capacity:
Name: _____
Title: _____
Address: _____
Phone No: _____
FAX No: _____

Maximum Receipt Quantity Bid/Contracted: _____ [Mcf/day]

Transportation Path:

Point of Receipt	Point of Delivery
Describe Point	Describe Point

-1-

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1R

BID/EXHIBIT A

Billing Commencement Date of Service: _____

Termination of Service: _____

Payment:
Max. Rate Yes _____
Discount Rate _____

Specify details of each discounted rate: _____
_____
_____
_____

Other Terms and Conditions: _____
_____
_____
_____
_____

Effective Date of this Exhibit A is: _____

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

_____

(NAME OF SHIPPER)

By: _____

Title: _____

-2-

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

THIS AGREEMENT (the "Service Agreement") is made and entered into at Omaha, Nebraska as of _____, 20__, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "Shipper".

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Part 157 or Part 284 of the Federal Energy Regulatory Commission's Regulations; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Transportation Path Receipt and Delivery Point

On each day, beginning with Shipper's Billing Commencement Date and continuing throughout the term of this Service Agreement, Shipper shall be entitled to tender, physically or by displacement, to Company at Shipper's Point of Receipt, specified in Exhibit A attached hereto, a quantity of gas not in excess of the Maximum Receipt Quantity for such Point of Receipt.

Company shall deliver gas to Shipper, physically or by displacement, at the Point of Delivery, specified in Exhibit A attached hereto, in accordance with Section 13 of the General Terms and Conditions.

Article 2 - Flexible Receipt and Delivery Points

Shipper shall be entitled to receipt and delivery point flexibility in accordance with Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff.

Article 3 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule T-1B and the other applicable terms and provisions of this Service Agreement.

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

Article 4 - Change in Tariff Provisions

Upon notice to Shipper, 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 Service Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Shipper 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 Service Agreement becomes effective, it shall supersede, cancel and terminate the following Service Agreements:

Article 6 - Term

This Service Agreement shall become effective upon its execution and shall under all circumstances continue in effect in accordance with the Tariff for _____ years, _____ months, _____ days after the Billing Commencement Date or through _____. This Service Agreement may continue in effect thereafter or terminated in accordance with Section 5 of Rate Schedule T-1, if applicable. Service rendered pursuant to this Service Agreement shall be abandoned upon termination of this Service Agreement.

If service is contracted pursuant to a temporary capacity release, Shipper shall not have a right of first refusal.

Termination of this Service Agreement shall not relieve Company and Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or Shipper to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 7 - Applicable Law and Submission to Jurisdiction

This Service Agreement and Company's Tariff, and the rights and obligations of Company and Shipper 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,

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

Article 7 - Applicable Law and Submission to Jurisdiction (Continued)

this Service Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska. For purposes of legal proceedings, this Service Agreement shall be deemed to have been made in the State of Nebraska and to be performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Service Agreement, provided always that nothing herein contained shall prevent the Company from proceeding at its election against the Shipper in the Courts of any other state, Province or country.

At the Company's request, the Shipper shall irrevocably appoint an agent in Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Nebraska relating to this Service Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Shipper). If said agent ceases to act as a process agent within Nebraska on behalf of Shipper, the Shipper shall appoint a substitute process agent within Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 8 - Successors and Assigns

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Shipper or of Company, as the case may be, and which shall assume all obligations under Shipper's Service Agreement of Shipper or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Shipper's Service Agreement. Either party to a Shipper's Service Agreement may pledge or charge the same under the provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Service 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 8 shall, however, operate to release predecessor Shipper from its obligation under its Service Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Shipper from its obligations under its Service Agreement unless: (a) such release is effected

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

Article 8 - Successors and Assigns (Continued)

pursuant to an assignment of obligations by such Shipper, 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. Shipper shall, at Company's request, execute such instruments and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Shipper's Service 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, that: (a) Shipper shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Shipper or Company under this Service Agreement; and (b) Shipper 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 9 - Loss of Governmental Authority, Gas Supply, Transportation or Market

Without limiting its other responsibilities and obligations under this Service Agreement, the Shipper acknowledges that it is responsible for obtaining and assumes the risk of loss of the following: (1) gas removal permits, (2) export and import licenses, (3) gas supply, (4) markets and (5) 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 transportation charges as provided for in this Service Agreement.

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

Article 10 - Other Provisions

(This Article to be utilized when necessary to specify other provisions.)

Article 11 - Exhibit A of Service 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 Service Agreement and are hereby incorporated in, and made a part of, this Service Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Service Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

_____

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

EXHIBIT A TO T-1B SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

SHIPPER -

SHIPPER'S ADDRESS -

Right of First Refusal: 3/ Yes _____ No _____

Right of First Refusal Path:
Point of Receipt _____ Point of Delivery _____

Yes _____ No _____ (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to Section 26 of the General Terms and Conditions. Right of First Refusal rights, if any, applicable to this interim capacity are limited as provided in such Subsection 26.2(iv) or 26.5 of the General Terms and Conditions.

Transportation Path:
Point of Receipt _____ Point of Delivery _____

Maximum Receipt Quantity _____ Dekatherms/day

Maximum Reservation Rate 1/ _____

Discounted Rate: 1/ _____
Rate Type: 2/ _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Daily Reservation Rate _____
Discounted Daily Commodity Rate _____
Point: Point of Receipt _____
Point of Delivery _____
Point to Point: Point of Receipt _____ to Point of Delivery _____
Zone: (define geographical area)
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 1/ No _____ Yes _____ (attach explanation of rate)

1/ Plus the applicable commodity charge and other rates and charges, pursuant to Subsection 3.1 of Rate Schedule T-1B.
2/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.
3/ Subject to right of first refusal provision contained in Article VI of the Stipulation in Docket No. RP06-72.

NORTHERN BORDER PIPELINE COMPANY
SERVICE AGREEMENT
RATE SCHEDULE T-1B

EXHIBIT A TO T-1B SERVICE AGREEMENT
(Continued)

This Exhibit A is made and entered into as of _____, 20__.

Billing Commencement Date of this Exhibit A is _____.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF SHIPPER)

_____

By: _____

Title: _____

-2-

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

This Agreement is made and entered into as of this ____ day of _____, 20__, by and between NORTHERN BORDER PIPELINE COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "IT-1 Shipper".

WHEREAS, IT-1 Shipper is desirous of engaging Company to provide interruptible transportation service for quantities of natural gas; and

WHEREAS, Company is desirous of providing interruptible transportation service for IT-1 Shipper; and

WHEREAS, the transportation of natural gas shall be effectuated pursuant to Section 157 or Subparts B or G of Part 284 of the Federal Energy Regulatory Commission's (Commission) Regulations; and

NOW, THEREFORE, in consideration of their respective covenants and agreements hereinafter set forth, the parties hereto covenant and agree as follows:

Article 1 - Basic Receipts

If on any day after executing this Agreement, Company determines that capacity exists in its pipeline system to transport all or a portion of IT-1 Shipper's Total Interruptible Receipt Quantity then IT-1 Shipper shall be entitled to tender to Company at each of IT-1 Shipper's Point(s) of Receipt hereinafter specified on Company's Informational Postings web site the quantity of gas which Company has determined as available for Point(s) of Receipt for such days. Credit worthiness under this Agreement will be verified upon receipt of nominations under this Agreement. Company shall schedule Basic Receipts pursuant to Section 10 of the General Terms and Conditions.

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

Article 2 - (Reserved)

Article 3 - Deliveries

Company shall deliver gas to IT-1 Shipper at the Point(s) of Delivery as specified on Company's Informational Postings web site in accordance with Section 13 of the General Terms and Conditions of Company's Tariff.

Article 4 - Payments

Shipper shall pay Company each month an amount for transportation service determined by multiplying the then effective Maximum Commodity Rate as set forth in Rate Schedule IT-1 (or the contracted rate to the extent the Maximum Commodity Rate is discounted) times the IT-1 Shipper's Dekatherm-miles of gas transported during the Production Month divided by 100. Payment shall be made in accordance with Rate Schedule IT-1 and the other applicable terms and provisions of this Agreement.

Article 5 - Change in Tariff Provisions

Upon notice to IT-1 Shipper, Company shall have the right to file and seek FERC approval of any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of IT-1 Transportation Agreement as Company may deem necessary, and to make such changes

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

Article 2 - (Reserved)

Article 3 - Deliveries

Company shall deliver gas to IT-1 Shipper at the Point(s) of Delivery as specified on Company's Informational Postings web site in accordance with Section 13 of the General Terms and Conditions of Company's Tariff.

Article 4 - Payments

Shipper shall make payments to Company in accordance with Rate Schedule IT-1 and the other applicable terms and provisions of this Agreement.

Article 5 - Change in Tariff Provisions

Upon notice to IT-1 Shipper, Company shall have the right to file and seek FERC approval of any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of IT-1 Transportation Agreement as Company may deem necessary, and to make such changes

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

Article 5 - Change in Tariff Provisions (Continued)

effective at such times as Company desires and is possible under applicable law. IT-1 Shipper may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

Article 6 - Fees

Shipper shall pay to Company all filing fees required by the FERC or any regulatory body related to service provided hereunder to Shipper.

Article 7 - Cancellation of Prior Agreements

When this IT-1 Transportation Agreement becomes effective, it shall supersede, cancel and terminate the following agreements:

Article 8 - Term

This IT-1 Transportation Agreement shall become effective _____, and shall continue in full force and effect for a term of _____.

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

Article 8 - Term (Continued)

Termination of this IT-1 Transportation Agreement shall not relieve Company and IT-1 Shipper of the obligation to correct any Receipt or Delivery Imbalances hereunder, or IT-1 Shipper to pay money due hereunder to Company.

Article 9 - Applicable Law

This Agreement and Company's Tariff, and the rights and obligations of Company and IT-1 Shipper 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 Nebraska.

Article 10 - Exhibit A of IT-1 Transportation Agreement, Rate Schedules and General Terms and Conditions

Company's Rate Schedule IT-1 and Company's 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.

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF IT-1 SHIPPER)

_____

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

EXHIBIT A 1/

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

IT-1 SHIPPER -

IT-1 SHIPPER'S ADDRESS -

FORWARDHAUL _____ OR BACKHAUL _____ (check one)

Total Interruptible Receipt Quantity _____ Dekatherm(s)/day 2/

Maximum Commodity Rate 3/ _____

Discounted Rate: 3/ _____
Rate Type: 4/ _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Daily Reservation Rate _____
Discounted Daily Commodity Rate _____
Point: Point of Receipt _____
Point of Delivery _____
Point to Point: Point of Receipt _____ to Point of Delivery _____
Zone: (define geographical area)
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Negotiated Rate: 3/ No _____ Yes _____ (attach explanation of rate)

1/ Company's Point(s) of Receipt and Point(s) of Delivery 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 under Article 1 of this Service Agreement will be limited to the lesser of Shipper's Total Interruptible Receipt Quantity or the posted quantity specified for a given Point of Receipt and Point of Delivery on Company's System.
3/ Plus the applicable other rates and charges, pursuant to Subsection 3.1 of Rate Schedule T-1.
4/ See Section 42 of the General Terms and Conditions for description of various types of discount rates.

NORTHERN BORDER PIPELINE COMPANY
TRANSPORTATION AGREEMENT
RATE SCHEDULE IT-1

EXHIBIT A (Continued)

This Exhibit A is made and entered into as of _____, 20__.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF IT-1 SHIPPER)

_____

By: _____

Title: _____

Effective Date: 10/01/1993 Status: Effective
FERC Docket: RS92- 67-003

Sheet Numbers 437 - 440 Sheet Numbers 437 - 440 : Effective

Sheet Nos. 437 through 440
have not been issued and are
being reserved for future use.

Effective Date: 09/16/2009 Status: Effective
FERC Docket: RP09-540-000

Second Revised Sheet No. 441 Second Revised Sheet No. 441
Superseding: Sheet Nos. 441 Through 443

The following Tariff sheets have been superseded
and are reserved for future use:

First Revised Sheet No. 441
Second Revised Sheet No. 442
Sixth Revised Sheet No. 443

NORTHERN BORDER PIPELINE COMPANY
CAPACITY RELEASE AGREEMENT

Article 3 - Shipper Obligations

Shipper shall continue to be responsible to Company for compliance with all terms and conditions of the Service Agreement and for all charges for firm gas transportation rights provided pursuant to Shipper's Service Agreement.

All terms and conditions of the Service Agreement not in conflict with the terms and conditions of this Capacity Release Agreement shall be incorporated by reference into this Capacity Release Agreement as if fully set out herein.

Article 4 - Subrogation

Company expressly recognizes the right of subrogation of Shipper in and to all rights, claims, and privileges that Company has or may have against Replacement Shipper(s), to the extent of all payments made by Shipper to Company on account of or arising from Replacement Shipper(s)' failure to comply with the terms and conditions of the Replacement Shipper(s)' Rate Schedule T-1R or Rate Schedule T-1B Service Agreement. Shipper and Company agree that Shipper may exercise this right of subrogation with regard to such rights, claims and privileges at its discretion. Further, Shipper and Company agree that Company has no obligation to proceed against the Replacement Shipper for its failure to make payments in accordance with the terms and conditions of its Rate Schedule T-1R or Rate Schedule T-1B Service Agreement. Procedures regarding notice, billing and crediting of accounts as concerns payment obligations/liabilities of Replacement Shippers and Releasing Shippers are set forth in Subsection 3.2 of Rate Schedule T-1R, Subsection 3.2 of Rate Schedule T-1B, and Section 6 of the General Terms and Conditions.

Article 5 - Agreed Maximum Receipt Quantity

Shipper shall not nominate firm gas transportation service above the Agreed Maximum Receipt Quantity (AMRQ).

Article 6 - Term

This Capacity Release Agreement shall be in full force and effect until Shipper's Service Agreement is terminated.

NORTHERN BORDER PIPELINE COMPANY
CAPACITY RELEASE AGREEMENT

Article 7 - Indemnification

Shipper shall indemnify and hold Company harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of, or in connection with, all actions Company takes in accordance with Subsection 27.2 of the General Terms and Conditions. Notwithstanding any of the foregoing, Shipper shall not be obligated hereunder to indemnify or hold Company harmless for those claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses resulting from the negligence or willful misconduct of Company.

IN WITNESS WHEREOF, The parties hereto have caused this Capacity Release Agreement to be duly executed as of the day and year first set forth above.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____
Title: _____

By: _____
Title: _____

ATTEST:

(NAME OF SHIPPER)

_____

By: _____
Title: _____

Effective Date: 10/01/1993 Status: Effective
FERC Docket: RS92- 67-003

Sheet Numbers 444 - 448 Sheet Numbers 444 - 448 : Effective

Sheet Nos. 444 through 448
have not been issued and are
being reserved for future use.

Effective Date: 09/16/2009 Status: Effective
FERC Docket: RP09-540-000

Fifth Revised Sheet No. 449 Fifth Revised Sheet No. 449
Superseding: Sheet Nos. 449 Through 450

The following Tariff sheets have been superseded
and are reserved for future use:

Fourth Revised Sheet No. 449
Second Revised Sheet No. 450

NORTHERN BORDER PIPELINE COMPANY
OFFER TO RELEASE - PERMANENT
(RATE SCHEDULE T-1 AND RATE SCHEDULE T-1B)

Name of Designated Replacement Shipper (if any): _____

_____

Contact for Designated Replacement Shipper:

Name: _____

Title: _____

Address: _____

Phone No: _____ FAX No: _____

ATTEST: [NAME OF SHIPPER]

By _____ By _____
Title: _____

Effective Date: 10/01/1993 Status: Effective
FERC Docket: RS92- 67-003

Sheet Numbers 451 - 454 Sheet Numbers 451 - 454 : Effective

Sheet Nos. 451 through 454
have not been issued and are
being reserved for future use.

Effective Date: 09/16/2009 Status: Effective
FERC Docket: RP09-540-000

Eighth Revised Sheet No. 455 Eighth Revised Sheet No. 455
Superseding: Sheet Nos. 455 Through 457

The following Tariff sheets have been superseded
and are reserved for future use:

Seventh Revised Sheet No. 455
Fifth Revised Sheet No. 456
Sixth Revised Sheet No. 457

NORTHERN BORDER PIPELINE COMPANY
OFFER TO RELEASE - TEMPORARY
ADDENDUM NO. _____

Does Shipper retain right to recall capacity? Yes _____ No _____

If so, state terms of recall _____

_____

_____

_____

Is this offered capacity subject to other Shipper's right of recall?

Yes___ No___

If so, terms of that recall: _____

_____

_____

_____

_____

_____

Other Conditions of Offer: _____

_____

_____

_____

_____

Bid Evaluation Method: (check one) A ___, B ___, C ___, D ___, Other ___

NORTHERN BORDER PIPELINE COMPANY
OFFER TO RELEASE - TEMPORARY
ADDENDUM NO. _____

Describe and Provide Example of Other Bid Evaluation Method: _____

_____

_____

_____

_____

_____

Name of Designated Replacement Shipper (if any): _____

_____

Contact for Designated Replacement Shipper:

Name: _____

Title: _____

Address: _____

Phone No: _____ FAX No: _____

Effective Date of this Addendum No. _____ is _____

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By _____
Title: _____

By _____
Title: _____

ATTEST:

[NAME OF SHIPPER]

By _____

By _____
Title: _____

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Effective Date: 09/25/2009 Status: Effective
FERC Docket: RP09-931-000

Second Revised Sheet No. 457A Second Revised Sheet No. 457A
Superseding: Sheet Nos. 457A Through 457E

The following Tariff sheets have been superseded
and are reserved for future use:

First Revised Sheet No. 457A
Substitute Original Sheet No. 457B
Substitute Original Sheet No. 457C
Substitute Original Sheet No. 457D
Substitute Original Sheet No. 457E

NORTHERN BORDER PIPELINE COMPANY
MASTER ELECTRONIC TRANSACTIONS AGREEMENT

B. The Parties agree that this Agreement, and future agreements, may be entered into, modified or terminated through electronic means as set forth in Section II below.

C. The Parties agree that any transactions contemplated by this Agreement, any Existing Agreement, or any future agreement may be conducted through electronic means as set forth in Section II below.

II. Agreement to Utilize Electronic Means

A. In order to facilitate commerce between them, the Parties agree:

1. To allow any bids, offers, acceptances or other transactions to be made, communicated, accepted or otherwise conducted through electronic means.

2. That any record, document or signature may be sent or maintained by the Parties in electronic form.

3. A contract or agreement may be formed by the Parties solely through the use of electronic means or through the use or interaction of electronic agents.

4. Unless otherwise agreed by the Parties, an electronic record or communication is sent when it:

a. is addressed properly or otherwise directed properly to an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record;

b. is in a form capable of being processed by that system; and

c. enters an information processing system outside the control of the sender or of a person that sent the electronic record on behalf of the sender or enters a region of the information processing system designated or used by the recipient which is under the control of the recipient.

NORTHERN BORDER PIPELINE COMPANY
MASTER ELECTRONIC TRANSACTIONS AGREEMENT

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 Northern Border (the "Directives") regarding the types transactions which may be conducted by electronic means or through the interaction of electronic agents as well as the technology to be used. Such Directives may address eligible transactions, communication protocols, methods of electronic communication, encryption, use of digital signatures, security, confidentiality, authentication and other subjects related to electronic means.

C. At any time, either Party may refuse to conduct further transactions by electronic means.

III. Disclaimer of Warranties and Limitation of Damages

A. Customer agrees there are no representations or warranties, express or implied, that might arise in connection with this Agreement, the use of electronic means or electronic agents, any technical advice or information provided by Northern Border or Customer's use of Northern Border's computer, Internet or communication facilities or systems. Additionally, NORTHERN BORDER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Customer assumes all risks of loss or liability arising out of this Agreement and hereby agrees to hold harmless and indemnify Northern Border from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Northern Border) brought by third parties based upon this Agreement, the use of electronic means or electronic agents, any technical advice or

information provided by Northern Border or Customer's use of Northern Border's computer, Internet or communication facilities or systems, except that Northern Border 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 Northern Border. Customer agrees that exercise of any and all rights or remedies at law or in equity against the individual partners of Northern Border by Customer, its successors, assigns and representatives is hereby expressly waived.

IV. Interpretation and Miscellaneous Provisions

A. Interpretation. This Agreement is designed to facilitate electronic transactions between the Parties. This Agreement evidences the complete and exclusive understanding and agreement of the parties with respect to electronic transactions and supersedes and merges any prior understandings or agreements related thereto.

B. Governing Law. This Agreement shall be governed by the laws of the State of 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 Nebraska. Douglas 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 Northern Border'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.

NORTHERN BORDER PIPELINE COMPANY
MASTER ELECTRONIC TRANSACTIONS AGREEMENT

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 Northern Border 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.

Effective Date: 02/01/2001 Status: Effective
FERC Docket: RP99-322-004

Sheet Numbers 458 - 459 Sheet Numbers 458 - 459 : Effective

Sheet Nos. 458 through 459
have not been issued and are
being reserved for future use.

Effective Date: 09/25/2009 Status: Effective
FERC Docket: RP09-931-000

Second Revised Sheet No. 460 Second Revised Sheet No. 460
Superseding: Sheet Nos. 460 Through 461

The following Tariff sheets have been superseded
and are reserved for future use:

First Revised Sheet No. 460
Fifth Revised Sheet No. 461

NORTHERN BORDER PIPELINE COMPANY
TITLE TRANSFER AGREEMENT

Article 4 - Nomination

This Agreement shall be assigned a title transfer agreement number to which the Account Holder and shippers delivering gas into and/or receiving gas out of such Transfer Point must reference for nomination purposes. Nominations must be made in accordance with the provisions set forth in Section 10 of the General Terms and Conditions of Northern Border's FERC Gas Tariff, as amended from time to time.

Article 5 - General Terms and Conditions

This Agreement shall be subject to the General Terms and Conditions of Northern Border's FERC Gas Tariff, as amended from time to time.

Article 6 - Other Provisions

Upon notice to Account Holder, Company shall have the right to file and seek FERC approval of any changes in the terms of this Agreement as Company may deem necessary, and to make such changes effective at such times as the Company desires and is possible under applicable law. Account Holder may protest any filed changes before the FERC and exercise any other rights it may have with respect thereto.

All claims arising from and out of the terms of this Agreement shall be limited to the assets of Northern Border. Account Holder agrees that exercise of any and all rights or remedies at law or in equity against the individual partners of Northern Border by Account Holder, its successors, assigns and representatives is hereby expressively waived.

The parties' signatures below evidence their agreement to the terms and conditions of this Title Transfer Agreement.

ACCOUNT HOLDER	NORTHERN BORDER PIPELINE COMPANY By: TransCanada Northern Border Inc., its Operator
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
	By: _____
	Title: _____
	Date: _____

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NORTHERN BORDER PIPELINE COMPANY
PARK AND LOAN ("PAL")
AGREEMENT

THIS AGREEMENT (the Agreement) is made and entered into at Omaha, Nebraska as of _____, 20__, by and between NORTHERN BORDER PIPELINE 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

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum Park and Loan Quantity at a Parking Point as set forth in the Exhibit(s) A attached hereto. Once scheduled by Company, Company shall receive gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 2 - Basic Deliveries

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum Park and Loan Quantity at a Lending Point as set forth in the Exhibit(s) A attached hereto. 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.

NORTHERN BORDER PIPELINE COMPANY
PARK AND LOAN ("PAL")
AGREEMENT

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:

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.

NORTHERN BORDER PIPELINE COMPANY
PARK AND LOAN ("PAL")
AGREEMENT

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 Nebraska. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Nebraska 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 Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Nebraska 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 Nebraska on behalf of Buyer, the Buyer shall appoint a substitute process agent within Nebraska 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

NORTHERN BORDER PIPELINE COMPANY
PARK AND LOAN ("PAL")
AGREEMENT

Article 9 - Successors (Continued)

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 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).

NORTHERN BORDER PIPELINE COMPANY
PARK AND LOAN ("PAL")
AGREEMENT

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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF BUYER)

_____

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
PARK AND LOAN (PAL)
AGREEMENT

EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

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	Lending 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
5) Buyer Authorized Automatic Term Parking/Lending Service (ATPL)	_____	_____	_____	_____*	$_____	_____	_____

Maximum Cumulative Tolerance Level: _____ dth

*Maximum PAL Quantity available on a daily basis during the term of this Exhibit A.
**Maximum PAL Quantity committed for Buyer utilization during the term of this Exhibit A.

This Exhibit A is made and entered into as of _____, 20__.

NORTHERN BORDER PIPELINE COMPANY
PARK AND LOAN (PAL) AGREEMENT

EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT (Continued)

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

_____

(NAME OF BUYER)

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
THIRD PARTY BALANCING SERVICE AGREEMENT
RATE SCHEDULE TPB

This Agreement (the "Agreement") is made and entered into at Omaha, Nebraska as of _____, 20__, by and between NORTHERN BORDER PIPELINE 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.

NORTHERN BORDER PIPELINE COMPANY
THIRD PARTY BALANCING SERVICE AGREEMENT
RATE SCHEDULE TPB

Article 3 - Payments

Balancing Provider shall pay Company each month the applicable rate for this service multiplied by the 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.

NORTHERN BORDER PIPELINE COMPANY
THIRD PARTY BALANCING SERVICE AGREEMENT
RATE SCHEDULE TPB

Article 6 - Term of Agreement (Continued)

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.

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 Nebraska. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Nebraska 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 Nebraska to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Nebraska 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 Nebraska on behalf of Balancing Provider, the Balancing Provider shall appoint a substitute process agent within Nebraska and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

NORTHERN BORDER PIPELINE COMPANY
THIRD PARTY BALANCING SERVICE AGREEMENT
RATE SCHEDULE TPB

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.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

(NAME OF BALANCING PROVIDER)

_____

By: _____

Title: _____

NORTHERN BORDER PIPELINE COMPANY
THIRD PARTY BALANCING SERVICE AGREEMENT
RATE SCHEDULE TPB

EXHIBIT A TO THIRD PARTY BALANCING SERVICE AGREEMENT

COMPANY - Northern Border Pipeline Company

COMPANY'S ADDRESS - Commercial Services
717 Texas Street
Houston, TX 77002-2761

BALANCING PROVIDER -

BALANCING PROVIDER'S ADDRESS -

Name of Balanced Point: _____ Company DRN _____

Name of Variable Load Point: _____ Company DRN _____

Name of Physical Point(s)
Comprising Balanced Point:

	Flow Control Yes	Flow Control No	Company DRN
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Maximum Balancing Quantity: _____ Dth/day

Daily Rate: Maximum Rate _____/Dth
Discounted Rate _____/Dth

This Exhibit A is made and entered into as of _____, 20_____.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc.,
its Operator

By: _____
Title: _____

By: _____
Title: _____

ATTEST:

_____

(NAME OF BALANCING PROVIDER)

By: _____
Title: _____

Effective Date: 09/25/2009 Status: Effective
FERC Docket: RP09-931-000

First Revised Sheet No. 474 First Revised Sheet No. 474
Superseding: Sheet Nos. 474 Through 488

The following Tariff sheets have been superseded
and are reserved for future use:

Original Sheet No. 474
Original Sheet No. 475
First Revised Sheet No. 476
Original Sheet No. 477
Original Sheet No. 478
Fourth Revised Sheet No. 479
Original Sheet No. 480
First Revised Sheet No. 481
First Revised Sheet No. 482
First Revised Sheet No. 483
Seventh Revised Sheet No. 484
Original Sheet No. 485
First Revised Sheet No. 486
Original Sheet No. 487
Fourth Revised Sheet No. 488

NORTHERN BORDER PIPELINE COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Point(s) of Interconnection)

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the OBA Parties agree as follows:

1. Prior to the date and time of flow at each Point(s) of Interconnection, the OBA Parties shall confirm and schedule nominations which will be delivered or received at each Point(s) of Interconnection. The reconciliation and confirmation between the OBA Parties shall be made in writing, unless otherwise mutually agreed to by the OBA Parties. A summary of the total confirmed nominations must be completed and signed by both OBA Parties as soon as practical after the flow month's end.

2. The OBA Parties intend that the quantity of gas actually delivered and received each day at each Point(s) of Interconnection will equal the Scheduled Quantities for that point. Each OBA Party will allocate quantities which are to be delivered and received at each Point(s) of Interconnection among the Service Requester Agreements on its system pursuant to the Scheduled Quantities at such Point(s) of Interconnections. Any imbalance created, when the actual physical flow is different than the Scheduled Quantities, will be the "Operational Imbalance" which will be the responsibility of the OBA Parties to eliminate pursuant to this Agreement.

3. Estimated operating quantities flowing at each Point(s) of Interconnection shall be used on an ongoing basis during any day to determine the forecast Operational Imbalance at such Point(s) of Interconnection and for that day, with physical flow adjustments to be made during that current day as mutually agreed to by both OBA Parties to attempt to maintain or achieve an Operational Imbalance of zero at each Point(s) of Interconnection.

NORTHERN BORDER PIPELINE COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Point(s) of Interconnection)

4. a. The actual measured quantity of gas at the Point(s) of Interconnection each day shall be determined and communicated by _____ (the "Measuring Party") by facsimile, electronic interface system or in writing to the other OBA Parties in accordance with NAESB Standard 2.3.7, or as mutually agreed. The actual measured quantity shall be determined pursuant to the applicable provisions of the Measuring Party's Tariff or applicable measurement procedures.

   b. Operational Imbalances shall be corrected in a manner mutually agreed to within such period of time as is mutually agreed to by the OBA Parties. Company has the right to issue an Operational Flow Order at the Point(s) of Interconnection pursuant to the terms and conditions of its FERC Gas Tariff.

5. In the event that a capacity constraint occurs on either OBA Party's system which results in curtailment of quantities through the Point(s) of Interconnection, the OBA Party on whose system the constraint has occurred shall determine the confirmation of quantities to the Service Requester(s) under the affected Service Requester Agreements. Such change in Scheduled Quantities shall be confirmed as required by Paragraph (1) above. In the event that the location of the restriction is not clear, if the delivery pressure at the interconnect is equal to or greater than the delivery pressure commitments of Company, then _____ shall be deemed to be restricted, otherwise, Company shall be deemed to be restricted.

6. This Agreement is entered into in order to facilitate operations and accounting between the OBA Parties, and shall have no effect upon the Service Requester Agreements or upon the effectiveness of any OBA Party's Federal Energy Regulatory Commission (FERC) Gas Tariff.

NORTHERN BORDER PIPELINE COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Point(s) of Interconnection)

7. OBA Parties agree to timely amend this Agreement to delete or add Point(s) of Interconnection(s) as may be appropriate, by revising Exhibit A hereto.

8. Notwithstanding the termination of this Agreement, the OBA Parties agree to reconcile and eliminate any remaining Operational Imbalance pursuant to the terms and conditions of this Agreement within sixty (60) days of termination of this Agreement or such other period of time which is mutually agreed to by the OBA Parties.

9. This Agreement and the terms and conditions herein are subject to all present and future valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

10. In the event a conflict exists or arises between this Agreement and an OBA Party's FERC Gas Tariff, as amended from time-to-time, it is agreed and understood that the latter shall control.

11. This Agreement is for accounting and system management purposes only, and is entered into by the OBA Parties with the understanding that the balancing activities provided for hereunder will not subject any non-jurisdictional entity to regulation by FERC as a "natural gas company" under the provisions of the Natural Gas Act. If, at any time, it should be determined that such balancing activities do result in such regulation, then this Agreement shall immediately terminate, and any remaining Operational Imbalance shall be resolved by the OBA Parties within sixty (60) days after termination of this Agreement.

12. Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entity, of either OBA Party, shall be subject to the obligations of its predecessor to this Agreement. No other assignment of this Agreement or of any of the rights or obligations hereunder shall be made.

NORTHERN BORDER PIPELINE COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Point(s) of Interconnection)

13. AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA.

14. Notices shall be provided in accordance with Subsection 20.1 of the General Terms and Conditions of Company's FERC Gas Tariff.

15. A waiver by either OBA Party of any one or more defaults by the other OBA Party hereunder shall not operate as a waiver of any future default or defaults, whether of like or different character.

16. This Agreement shall not create any rights in favor of or obligations for the benefit of third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entities other than the OBA Parties.

17. In the event that one of the parties experiences an unplanned flow reduction that would create an imbalance that cannot be accommodated in the OBA and which cannot be corrected in a timely fashion in one of the standard nomination cycles, the OBA Parties shall use best efforts to implement an additional nomination cycle to effect the needed curtailments.

18. All claims arising from and out of the terms of this Agreement shall be limited to the assets of Company or _____ as the case may be. Company and _____ agree that exercise of any and all rights or remedies at law or in equity against the individual partners of Company by _____ and of _____ by Company, their successors, assigns and representatives is hereby expressly waived.

19. The Effective Date of this Agreement shall be _____, 20__.

20. The primary term of this Agreement shall be from the Effective Date until cancelled upon sixty (60) days written notice or by other provisions herein.

NORTHERN BORDER PIPELINE COMPANY
OPERATIONAL BALANCING AGREEMENT
(For Use at Point(s) of Interconnection)

21. The applicable General Terms and Conditions of Company's FERC Gas Tariff which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit A hereto, are hereby incorporated in, and made a part of this Agreement.

22. Other Provisions: (If none - so state)

IN WITNESS WHEREOF, the OBA Parties hereto have executed duplicate originals of this Agreement on the date set forth hereinabove.

_____
By: _____

By: _____

Title: _____

Date: _____

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A

TO THE OPERATIONAL BALANCING AGREEMENT
BETWEEN
NORTHERN BORDER PIPELINE COMPANY (NBPL)
AND
_____

DATED _____

OBA Party Name	D-U-N-S(R) Number	DRN No.	Description

(R) A registered trademark of Dun and Bradstreet Corporation.

ELECTRONIC COMMUNICATION AGREEMENT

This Agreement is made and entered into by and between Northern Border Pipeline Company, ("Company") and _____ ("Customer"). Company and Customer shall be collectively referred to as "Parties."

WHEREAS Customer desires to access Company's Electronic Customer Interface system for the purpose of accessing Company's Nomination System to submit nominations of gas to Company, accessing Company's Customer Activity site and accessing any other available application, current or future, deemed necessary and made available by the Company.

WHEREAS, Company is willing to allow Customer such access in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein, the Parties agree as follows:

1. Company shall provide Customer with a separate log-on identification code ("ID Codes") and Password for each of Customer's employees designated by Customer. In addition, Company shall provide Customer communication software for access to the Customer Interface System (the ID Codes, Passwords, communication software and the network are cumulatively referred to herein as the "System"). Customer agrees that only those employees it authorizes to conduct business shall be allowed to apply for ID Codes, Passwords and access to the System. In order to receive the ID Codes, Passwords and communication software and to access the network, each of Customer's qualifying employees who will utilize the System must first complete and return to Company the currently effective System access form(s). Customer shall maintain the ID Codes and Passwords in the utmost confidence and shall not use the System except as authorized herein and shall not disclose ID Codes or Passwords to others. If any employee of Customer leaves the employment of Customer or his/her scope of employment does not require access to the System, Customer will immediately so notify Company. Customer agrees to take all necessary precautions to ensure that no other party, except its authorized employees, shall utilize the ID Codes, and/or Passwords.

ELECTRONIC COMMUNICATION AGREEMENT

2. Except for the restricted right to utilize the System provided herein, Customer is granted no rights under the System. Customer shall not copy the System or use the System to prepare derivative works. Customer shall properly utilize the System in accordance with Company's instructions, shall make no effort to improperly access the System network or the computers on which the System is operating, and shall make no effort to reverse-engineer the System.

3. It is Customer's responsibility to check the daily schedule, which shall be available prior to gas flowing, to assure that Customer's nominations have been correctly transmitted and received by Company. Any discrepancy discovered or which would have been discovered by Customer review of the daily schedule shall be the reporting responsibility of Customer prior to gas flow. It is Customer's responsibility to check any data input by Customer. Any discrepancy discovered or which would have been discovered by Customer review shall be the responsibility of Customer. Customer acknowledges that Company continues to maintain alternative methods of communicating gas nominations and is aware of those methods; in the event the System is not accessible for any reason, Customer agrees to utilize one of the alternative methods of communicating with Company.

4. Customer is being allowed to utilize the System solely for Customer's convenience. Thus, Customer's use of the System is "AS IS, WHERE IS," and with all faults. Customer agrees there are no representations or warranties, express or implied, that might arise in connection with this Agreement or Customer's use of the System. Additionally, COMPANY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer agrees Company shall have no liability whatsoever, whether in contract or tort, for any losses sustained as a result of failures or deficiencies in the System. In no event shall Company be liable for any failures or deficiencies in the System. In no event shall Company be liable for any incidental, consequential, special or punitive damages arising out of or in connection with the delivery, use or performance of the System. Customer assumes all risks of loss or liability arising out of its use of the System and hereby agrees to hold harmless and indemnify Company from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Company) brought by third parties based upon, arising out of or

ELECTRONIC COMMUNICATION AGREEMENT

resulting from Customer's use of the System, except that Company will remain liable for its own gross negligence or willful misconduct. All claims arising from and out of the terms of this Agreement shall be limited to the assets of the Company. Customer agrees that exercise of any and all rights or remedies at law or in equity against the individual partners of the Company by Customer, its successors, assigns and representatives is hereby expressly waived.

5. Both Customer and Company shall have the right to terminate this Agreement at any time for any reason whatsoever, with or without cause. Company shall have the right to modify or terminate its Telecommunications Network and/or Customer's right to use the System at any time. Company also reserves the right to invalidate ID Codes and Passwords for cause and shall provide reasonable notice of such invalidation. Upon termination of this Agreement or upon request by Company, Customer shall thereafter immediately cease all use of the System.

6. This Agreement is personal to Customer and may not be assigned, licensed or transferred (except as part of the sale of the assets of Customer's business to which this Agreement relates) by Customer without the express written consent of Company.

7. There are other written agreements in place between the Parties and this Agreement shall not cancel or supersede those other agreements except to the extent inconsistent with the specific terms and conditions hereof pertaining to the System. However, the terms and provisions of this Agreement do supersede any oral representations between the Parties or any conflicting terms and conditions in any other agreement with regard to the subject matter of this Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified except by written instrument duly executed by both Parties. This Agreement shall be governed and construed in accordance with the laws of the STATE OF NEBRASKA, excluding any conflicts of law, rule or principle that might refer same to the laws of another jurisdiction.

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.

Northern Border Pipeline Company
TransCanada Northern Border Inc.,
its Operator
P.O. Box 542500
Omaha, NE 68154-8500
Attn: Customer Services Department
Customer Service Representative
Phone: (888) 750-6275
Fax: (402) 492-7424

Customer (Company Name and Address)

_____

_____

Attn: _____
Print Name

Phone: _____

Fax: _____

IN WITNESS WHEREOF, Company and Customer have executed this Agreement to be effective the _____ day of _____, 200__.

Accepted and agreed to this _____ day of _____, 200__.

NORTHERN BORDER PIPELINE COMPANY
By: TransCanada Northern Border Inc., its Operator

By: _____

Title: _____

By: _____

Title: _____

Accepted and agreed to this _____ day of _____, 200__.

CUSTOMER

By: _____ By: _____

_____ _____
Print Name Print Name

Title: _____ Title: _____

AGENCY AUTHORIZATION AGREEMENT

This Agreement is entered into on this _____day of _____, ___, by and between Northern Border Pipeline Company, hereinafter referred to as "Company", and _____, hereinafter referred to as "Contract Holder" and _____, DUNS # _____, hereinafter referred to as "Agent."

WITNESSETH:

WHEREAS Contract Holder has rights and obligations under certain contracts with Company;

WHEREAS Contract Holder has expressed its desire to transfer certain rights and obligations, pursuant to one or more of the above referenced agreements, to Agent;

NOW THEREFORE, Contract Holder, Company, and Agent agree as follows:

1. Party Level Authorization: The Contract Holder hereby authorizes Agent to exercise the rights and/or perform the obligations ("Agency Functions") set forth below and entered into between Contract Holder and Company pursuant to Company's Tariff.

   Please select from the following functions and check the number of those applicable:

   ___(1) Right to Create New Contracts and Create Amendments: Agent is authorized to enter into new contracts with Company on behalf of the Contract Holder. Agent is authorized to freely amend the contracts, including, but not limited to the right to change primary receipt or delivery points. Access to all applicable contract reports is provided to Agent.

   ___(2) Right to Release Capacity: Agent is authorized to release capacity to third parties on a short-term or long term basis for a term which may exceed the term of this Agency Authorization Agreement. Contract Holder and Agent understand and agree that it is Contract Holder's responsibility to determine whether Agent is authorized to release capacity for a term which exceeds the term of the Agency Authorization Agreement. Access to all applicable capacity release reports is provided to Agent.

AGENCY AUTHORIZATION AGREEMENT

___(3) Right to Bid on Released Capacity: Agent is authorized to Bid on released capacity and to create a new contract in the event Agent obtains the released capacity. Access to all applicable release reports is provided to Agent.

___(4) Right to Confirm: Agent is authorized to confirm all nominations and view Scheduled Quantity for operator reports at the following points/DRN's: _____, _____, _____. Access to all applicable confirmation reports is provided to Agent.

2. Contract Level Authorization: Contract Holder hereby authorizes Agent to exercise the rights and/or perform the obligations ("Agency Functions") set forth below for the following contracts:
_____
_____

(1) Right to Nominate: Agent is authorized to nominate for above contracts on behalf of the Contract Holder quantities of gas up to the Maximum Receipt 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 44 of the General Terms and Conditions of Company's FERC Gas Tariff.

AGENCY AUTHORIZATION AGREEMENT

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 Nebraska 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.

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: _____

Northern Border Pipeline Company
By: TransCanada Northern Border Inc., its Operator

By: _____

Title: _____

By: _____

Title: _____

Please return via fax to (402) 492-7492.

Sheet Nos. 489 through 499
have not been issued and are
being reserved for future use.

Effective Date: 06/05/1996 Status: Effective
FERC Docket: RP96-233-000

Sixth Revised Sheet Number 500 Sixth Revised Sheet Number 500 : Effective
Superseding: Fifth Revised Sheet Number 500

Sheet No. 500 is being
reserved for future use.

Effective Date: 06/05/1996 Status: Effective
FERC Docket: RP96-233-000

Ninth Revised Sheet Number 501 Ninth Revised Sheet Number 501 : Effective
Superseding: Eighth Revised Sheet Number 501

Sheet No. 501 is being
reserved for future use.

Effective Date: 01/01/1995 Status: Effective
FERC Docket: RP95- 52-000

Third Revised Sheet Number 502 Third Revised Sheet Number 502 : Effective
Superseding: Second Revised Sheet Number 502

Sheet No. 502 is being
reserved for future use.