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FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1

OF

VIKING GAS TRANSMISSION COMPANY

FILED WITH THE

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should be Addressed to:

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Vice President, Rates & Regulatory Affairs
ONEOK Partners GP, L.L.C., the Operator

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PRELIMINARY STATEMENT

Viking Gas Transmission Company (Company) is a natural gas transmission company engaged in the business of transporting natural gas in interstate commerce. Company's transmission system extends in a southeasterly direction from the International Boundary at an interconnection with TransCanada PipeLines Limited near Emerson, Manitoba, Canada, through the States of Minnesota and Wisconsin to its terminus at Marshfield, Wisconsin.

System Map

(Priviledged Confidential Information Removed
Pursuant to PL02-1-000 and Order No. 630)

Sheet No. 4 is being reserved for future use.

STATEMENT OF RATES
(Rates Per Dekatherm)

Currently Effective Term-Differentiated Rates

Rate Schedule	Base Tariff Rate
Category 1 (Contract Term of less than 3 Years)	
Monthly Reservation Rates	
FT-A	
Zone 1 - 1 Maximum Rate	$3.7671
Zone 1 - 1 Minimum Rate	$0.0000
Zone 1 - 2 Maximum Rate	$4.8871
Zone 1 - 2 Minimum Rate	$0.0000
Zone 2 - 2 Maximum Rate	$2.1400
Zone 2 - 2 Minimum Rate	$0.0000
Category 2 (Contract Term of 3 Years to less than 5 Years)	
Monthly Reservation Rates	
FT-A	
Zone 1 - 1 Maximum Rate	$3.6171
Zone 1 - 1 Minimum Rate	$0.0000
Zone 1 - 2 Maximum Rate	$4.7371
Zone 1 - 2 Minimum Rate	$0.0000
Zone 2 - 2 Maximum Rate	$1.9900
Zone 2 - 2 Minimum Rate	$0.0000
Category 3 (Contract Term of 5 or more Years)	
Monthly Reservation Rates	
FT-A	
Zone 1 - 1 Maximum Rate	$3.4671
Zone 1 - 1 Minimum Rate	$0.0000
Zone 1 - 2 Maximum Rate	$4.5871
Zone 1 - 2 Minimum Rate	$0.0000
Zone 2 - 2 Maximum Rate	$1.8400
Zone 2 - 2 Minimum Rate	$0.0000

STATEMENT OF RATES
(Rates Per Dekatherm)

Currently Effective Term-Differentiated Rates

Rate Schedule	Base Tariff Rate
Category 1 (Contract Term of less than 3 Years)	
Daily Reservation Rates	
FT-A	
Zone 1 - 1 Maximum Rate	$0.1238
Zone 1 - 1 Minimum Rate	$0.0000
Zone 1 - 2 Maximum Rate	$0.1607
Zone 1 - 2 Minimum Rate	$0.0000
Zone 2 - 2 Maximum Rate	$0.0704
Zone 2 - 2 Minimum Rate	$0.0000
Category 2 (Contract Term of 3 Years to less than 5 Years)	
Daily Reservation Rates	
FT-A	
Zone 1 - 1 Maximum Rate	$0.1189
Zone 1 - 1 Minimum Rate	$0.0000
Zone 1 - 2 Maximum Rate	$0.1557
Zone 1 - 2 Minimum Rate	$0.0000
Zone 2 - 2 Maximum Rate	$0.0654
Zone 2 - 2 Minimum Rate	$0.0000
Category 3 (Contract Term of 5 Years or more)	
Daily Reservation Rates	
FT-A	
Zone 1 - 1 Maximum Rate	$0.1140
Zone 1 - 1 Minimum Rate	$0.0000
Zone 1 - 2 Maximum Rate	$0.1508
Zone 1 - 2 Minimum Rate	$0.0000
Zone 2 - 2 Maximum Rate	$0.0605
Zone 2 - 2 Minimum Rate	$0.0000

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-418-000

Twenty-Eighth Revised Sheet No. 5B Twenty-Eighth Revised Sheet No. 5B
Superseding: Twenty-Seventh Revised Sheet No. 5B

STATEMENT OF RATES
(Rates Per Dekatherm)

Rate Schedule	Base Tariff Rate	Adjustment Under Section 19 1/	Rate After Current Adjustment	Fuel and Loss Retention Percentages 2/
Commodity Rates				
FT-A - Maximum Rates				
Zone 1 - 1	$0.0130	$0.0019	$0.0149	1.02%
Zone 1 - 2	$0.0130	$0.0019	$0.0149	1.38%
Zone 2 - 2	$0.0130	$0.0019	$0.0149	0.36%
Minimum Rate	$0.0130	$0.0019	$0.0149	
IT and AOT				
Zone 1 - 1	$0.1368	$0.0019	$0.1387	1.02%
Zone 1 - 2	$0.1737	$0.0019	$0.1756	1.38%
Zone 2 - 2	$0.0834	$0.0019	$0.0853	0.36%
Minimum Rate	$0.0130	$0.0019	$0.0149	

1/ Pursuant to Section 19 of the General Terms and Conditions, the Annual Charge Adjustment (ACA) Surcharge of $0.0019 per Dekatherm shall be added to other charges under Company's Rate Schedules.

2/ Fuel and Losses Retention Percentages shall be applicable to all transportation rate schedules.

Transportation Fuel and Loss Retention Percentages are inclusive of the following percentages for Gas Lost and Unaccounted For: .10% for Zone 1-1, .13% for Zone 1-2, and .03% for Zone 2-2. Transportation entirely by backhaul will incur only the Gas Lost and Unaccounted For percentages.

STATEMENT OF RATES
(Rates Per Dekatherm)

Rate Schedule	Base Tariff Rate	Adjustment Under Section 27 1/	Rate After Current Adjustment
LMS - Monthly Demand Rate	$1.0000		$1.0000
LMS - Daily Overrun Rate	$0.1737		$0.1737
LMS - Load Management Cost Reconciliation Adjustment		$0.0453	

1/ Pursuant to Section 27 of the General Terms and Conditions of this Tariff, a mechanism is established to reconcile through surcharges or credits to the Rate Schedule LMS rate, as appropriate, differences between the cost to maintain Company's line pack gas and the amounts Company receives or pays for such gas arising out of the purchase and sale of such gas.

Effective Date: 01/01/2006 Status: Effective
FERC Docket: RP02-132-009

Eleventh Revised Sheet No. 5D Eleventh Revised Sheet No. 5D : Effective
Superseding: Tenth Revised Sheet No. 5D

STATEMENT OF RATES
RATE SCHEDULE PAL

Rate Schedule	Maximum Commodity Rate Per Dekatherm, Per Day	Minimum Commodity Rate Per Dekatherm, Per Day
PAL	$0.1737	$0.0000

Sheet No. 5E is being reserved for future use.

Sheet No. 5F is being reserved for future use.

Sheet No. 5G is being reserved for future use.

Sheet No. 5H is being reserved for future use.

Effective Date: 08/15/2004 Status: Effective
FERC Docket: RP04-401-000

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

Sheet No. 5I is being reserved for future use.

Effective Date: 08/15/2004 Status: Effective
FERC Docket: RP04-401-000

Third Revised Sheet No. 5H.01 Third Revised Sheet No. 5H.01 : Effective
Superseding: Second Revised Sheet No. 5H.01

Sheet No. 5H.01 is being reserved for future use.

Effective Date: 07/01/2004 Status: Effective
FERC Docket: RP04-306-000

Thirty-First Revised Sheet No. 6 Thirty-First Revised Sheet No. 6 : Effective
Superseding: Sheet Nos. 6 Through 6C

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

Thirtieth Revised Sheet No. 6
Second Revised Sheet No. 6.01
Second Revised Sheet No. 6.02
Second Revised Sheet No. 6.03
Twenty-Third Revised Sheet No. 6A
Second Revised Sheet No. 6A.01
Second Revised Sheet No. 6A.02
Second Revised Sheet No. 6A.03
Sixteenth Revised Sheet No. 6B
Original Sheet No. 6B.01
First Revised Sheet No. 6C

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES (Con't)
(Rates Per Dekatherm)

Currently Effective Term-Differentiated Rates

Rate Schedule	Base Tariff Rate	Adjustment Under Articles XVIII	Adjustment Under Articles XIX	Rate After Current Adjustment 1/	Fuel and Loss Retention Percentages 2/
Daily Demand Rates					
FT-A - Category 1 (Contract Term of less than 3 Years)					
Zone 1 - 1 (high load factor)3/	$0.1483	$0.0016		$0.1499	
Zone 1 - 1 (low load factor)	$0.1483	$0.0010		$0.1493	
Zone 1 - 2 (high load factor)	$0.2036	$0.0016		$0.2052	
Zone 1 - 2 (low load factor)	$0.2036	$0.0010		$0.2046	
Zone 2 - 2 (high load factor)	$0.0788	$0.0016		$0.0804	
Zone 2 - 2 (low load factor)	$0.0788	$0.0010		$0.0798	
Minimum Rate	$0.0000	$0.0000		$0.0000	

1/ Pursuant to Article XVIII of the General Terms and Conditions, the Gas Research Institute (GRI) Surcharge is not applicable to service for other interstate pipelines who are members of GRI, but shall be added to the other charges under Transporter's Rate Schedules.

Pursuant to Article XIX of the General Terms and Conditions the Annual Charge Adjustment (ACA) Surcharge of $.0021 per dekatherm shall be added to other charges under Transporter's Rate Schedules.

2/ Fuel and Losses Retention Percentages shall be applicable to all transportation rate schedules.

Transportation Fuel and Loss Retention Percentages are inclusive of .03% for Gas Lost and Unaccounted For. Transportation entirely by backhaul will incur only the .03% Gas Lost and Unaccounted For factor.

3/ Customer load factors shall be calculated pursuant to the Stipulation and Agreement Concerning Post-1993 GRI Funding Mechanism using the most recently completed twelve month period running from November through October.

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES (Con't)
(Rates Per Dekatherm)

Rate Schedule	Base Tariff Rate	Adjustment Under Articles XVIII	Adjustment Under Articles XIX	Rate After Current Adjustment 1/	Fuel and Loss Retention Percentages 2/
Commodity Rates					
FT-A - Maximum Rates					
Zone 1 - 1	$0.0069	$0.0040	$0.0021	$0.0130	2.37%
Zone 1 - 2	$0.0069	$0.0040	$0.0021	$0.0130	2.90%
Zone 2 - 2	$0.0069	$0.0040	$0.0021	$0.0130	0.58%
Minimum Rate	$0.0069		$0.0021	$0.0090	
FT-B - Maximum Rates					
Zone 1 - 1	$0.0069	$0.0040	$0.0021	$0.0130	2.37%
Zone 1 - 2	$0.0069	$0.0040	$0.0021	$0.0130	2.90%
Zone 2 - 2	$0.0069	$0.0040	$0.0021	$0.0130	0.58%
Minimum Rate	$0.0069		$0.0021	$0.0090	
FT-C - Maximum Rates					
Zone 1 - 1	$0.0069	$0.0040	$0.0021	$0.0130	2.37%
Zone 1 - 2	$0.0069	$0.0040	$0.0021	$0.0130	2.90%
Zone 2 - 2	$0.0069	$0.0040	$0.0021	$0.0130	0.58%
Minimum Rate	$0.0069		$0.0021	$0.0090	
FT-D - Maximum Rates					
Zone 1-1	$0.0103	$0.0040	$0.0021	$0.0164	2.37%
Zone 1-2	$0.0103	$0.0040	$0.0021	$0.0164	2.90%
Zone 2-2	$0.0103	$0.0040	$0.0021	$0.0164	0.58%
Minimum Rate	$0.0103		$0.0021	$0.0124	
IT and AOT					
Zone 1 - 1	$0.1552	$0.0040	$0.0021	$0.1613	2.37%
Zone 1 - 2	$0.2105	$0.0040	$0.0021	$0.2166	2.90%
Zone 2 - 2	$0.0857	$0.0040	$0.0021	$0.0918	0.58%
Minimum Rate	$0.0069		$0.0021	$0.0090	

Rate Schedule	Base Tariff Rate	Adjustment Under Articles XXVII 3/		Rate After Current Adjustment 1/	Fuel and Loss Retention Percentages 2/
LMS - Daily Overrun Rate	$0.2105			$0.2105	
LMS - Load Management Cost Reconciliation Adjustment		$0.0002			

Rate Schedule	Base Tariff Rate	Adjustment Under Articles		Rate After Current Adjustment 1/	Fuel and Loss Retention Percentages 2/

DDS - Monthly Demand Rate	$1.5200	$1.5200

Effective Date: 07/01/2002 Status: Effective
FERC Docket: RP02-132-000

First Revised Sheet No. 6C First Revised Sheet No. 6C : Effective
Superseding: Original Sheet No. 6C

RATE SCHEDULE PAL

Rate Schedule	Maximum Commodity Rate Per Dekatherm, Per Day	Minimum Commodity Rate Per Dekatherm, Per Day
PAL	$0.2105	$0.0000

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES (Con't)
(Rates Per Dekatherm)

1/ Pursuant to Section 18 of the General Terms and Conditions, the Gas Research Institute (GRI) Surcharge is not applicable to service for other interstate pipelines who are members of GRI, but shall be added to the other charges under Company's Rate Schedules.

Pursuant to Section 18 of the General Terms and Conditions, the Annual Charge Adjustment (ACA) Surcharge of $.0021 per dekatherm shall be added to other charges under Company's Rate Schedules.

2/ Fuel and Losses Retention Percentages shall be applicable to all transportation rate schedules.

Transportation Fuel and Loss Retention Percentages are inclusive of .03% for Gas Lost and Unaccounted For. Transportation entirely by backhaul will incur only the .03% Gas Lost and Unaccounted factor.

3/ Pursuant to Section 27 of the General Terms and Conditions of this Tariff, a mechanism is established to reconcile through surcharges or credits to the Rate Schedule LMS rate, as appropriate, differences between the cost to maintain Company's line pack gas and the amounts Company receives or pays for such gas arising out of the purchase and sale of such gas.

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES
(Rates Per Dekatherm)

Currently Effective Term-Differentiated Rates

Rate Schedule	Base Tariff Rate	Adjustment Under Articles XVIII	Adjustment Under Articles XIX	Rate After Current Adjustment 1/	Fuel and Loss Retention Percentages 2/
Monthly Demand Rates					
FT-A - Category 2 (Contract Term of 3 Years to less than 5 Years)					
Zone 1 - 1 (high load factor)3/	$4.4116	$0.0500		$4.4616	
Zone 1 - 1 (low load factor)	$4.4116	$0.0310		$4.4426	
Zone 1 - 2 (high load factor)	$6.0507	$0.0500		$6.1007	
Zone 1 - 2 (low load factor)	$6.0507	$0.0310		$6.0817	
Zone 2 - 2 (high load factor)	$2.3520	$0.0500		$2.4020	
Zone 2 - 2 (low load factor)	$2.3520	$0.0310		$2.3830	
Minimum Rate	$0.0000	$0.0000		$0.0000	
FT-B					
Zone 1 - 1 (high load factor)	$4.4116	$0.0500		$4.4616	
Zone 1 - 1 (low load factor)	$4.4116	$0.0310		$4.4426	
Zone 1 - 2 (high load factor)	$6.0507	$0.0500		$6.1007	
Zone 1 - 2 (low load factor)	$6.0507	$0.0310		$6.0817	
Zone 2 - 2 (high load factor)	$2.3520	$0.0500		$2.4020	
Zone 2 - 2 (low load factor)	$2.3520	$0.0310		$2.3830	
Minimum Rate	$0.0000	$0.0000		$0.0000	
FT-C					
Zone 1 - 1 (high load factor)	$4.4116	$0.0500		$4.4616	
Zone 1 - 1 (low load factor)	$4.4116	$0.0310		$4.4426	
Zone 1 - 2 (high load factor)	$6.0507	$0.0500		$6.1007	
Zone 1 - 2 (low load factor)	$6.0507	$0.0310		$6.0817	
Zone 2 - 2 (high load factor)	$2.3520	$0.0500		$2.4020	
Zone 2 - 2 (low load factor)	$2.3520	$0.0310		$2.3830	
Minimum Rate	$0.0000	$0.0000		$0.0000	

1/ Pursuant to Article XVIII of the General Terms and Conditions, the Gas Research Institute (GRI) Surcharge is not applicable to service for other interstate pipelines who are members of GRI, but shall be added to the other charges under Transporter's Rate Schedules.

Pursuant to Article XIX of the General Terms and Conditions the Annual Charge Adjustment (ACA) Surcharge of $.0021 per dekatherm shall be added to other charges under Transporter's Rate Schedules.

2/ Fuel and Losses Retention Percentages shall be applicable to all transportation rate schedules.

Transportation Fuel and Loss Retention Percentages are inclusive of .03% for Gas Lost and Unaccounted For. Transportation entirely by backhaul will incur only the .03% Gas Lost and Unaccounted For factor.

3/ Customer load factors shall be calculated pursuant to the Stipulation and Agreement Concerning Post-1993 GRI Funding Mechanism using the most recently completed twelve month period running from November through October.

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Superseding: First Revised Sheet No. 6A.1

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES (Con't)
(Rates Per Dekatherm)

Currently Effective Term-Differentiated Rates

Rate Schedule	Base Tariff Rate	Adjustment Under Articles XVIII	Adjustment Under Articles XIX	Rate After Current Adjustment 1/	Fuel and Loss Retention Percentages 2/
Daily Demand Rates					
FT-A - Category 2 (Contract Term of 3 Years to less than 5 Years)					
Zone 1 - 1 (high load factor)3/	$0.1450	$0.0016		$0.1466	
Zone 1 - 1 (low load factor)	$0.1450	$0.0010		$0.1460	
Zone 1 - 2 (high load factor)	$0.1989	$0.0016		$0.2005	
Zone 1 - 2 (low load factor)	$0.1989	$0.0010		$0.1999	
Zone 2 - 2 (high load factor)	$0.0773	$0.0016		$0.0789	
Zone 2 - 2 (low load factor)	$0.0773	$0.0010		$0.0783	
Minimum Rate	$0.0000	$0.0000		$0.0000	
FT-B					
Zone 1 - 1 (high load factor)	$0.1450	$0.0016		$0.1466	
Zone 1 - 1 (low load factor)	$0.1450	$0.0010		$0.1460	
Zone 1 - 2 (high load factor)	$0.1989	$0.0016		$0.2005	
Zone 1 - 2 (low load factor)	$0.1989	$0.0010		$0.1999	
Zone 2 - 2 (high load factor)	$0.0773	$0.0016		$0.0789	
Zone 2 - 2 (low load factor)	$0.0773	$0.0010		$0.0783	
Minimum Rate	$0.0000	$0.0000		$0.0000	
FT-C					
Zone 1 - 1 (high load factor)	$0.1450	$0.0016		$0.1466	
Zone 1 - 1 (low load factor)	$0.1450	$0.0010		$0.1460	
Zone 1 - 2 (high load factor)	$0.1989	$0.0016		$0.2005	
Zone 1 - 2 (low load factor)	$0.1989	$0.0010		$0.1999	
Zone 2 - 2 (high load factor)	$0.0773	$0.0016		$0.0789	
Zone 2 - 2 (low load factor)	$0.0773	$0.0010		$0.0783	
Minimum Rate	$0.0000	$0.0000		$0.0000	

1/ Pursuant to Article XVIII of the General Terms and Conditions, the Gas Research Institute (GRI) Surcharge is not applicable to service for other interstate pipelines who are members of GRI, but shall be added to the other charges under Transporter's Rate Schedules.

Pursuant to Article XIX of the General Terms and Conditions the Annual Charge Adjustment (ACA) Surcharge of $.0021 per dekatherm shall be added to other charges under Transporter's Rate Schedules.

2/ Fuel and Losses Retention Percentages shall be applicable to all transportation rate schedules.

Transportation Fuel and Loss Retention Percentages are inclusive of .03% for Gas Lost and Unaccounted For. Transportation entirely by backhaul will incur only the .03% Gas Lost and Unaccounted For factor.

3/ Customer load factors shall be calculated pursuant to the Stipulation and Agreement Concerning Post-1993 GRI Funding Mechanism using the most recently completed twelve month period running from November through October.

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NOTICE OF RATES AND OTHER TARIFF RATE CHANGES
(Rates Per Dekatherm)

Currently Effective Term-Differentiated Rates

Rate Schedule	Base Tariff Rate	Adjustment Under Articles XVIII	Adjustment Under Articles XIX	Rate After Current Adjustment 1/	Fuel and Loss Retention Percentages 2/
Monthly Demand Rates					
FT-A - Category 3 (Contract Term of 5 or more Years)					
Zone 1 - 1 (high load factor)3/	$4.3147	$0.0500		$4.3647	
Zone 1 - 1 (low load factor)	$4.3147	$0.0310		$4.3457	
Zone 1 - 2 (high load factor)	$5.9108	$0.0500		$5.9608	
Zone 1 - 2 (low load factor)	$5.9108	$0.0310		$5.9418	
Zone 2 - 2 (high load factor)	$2.3091	$0.0500		$2.3591	
Zone 2 - 2 (low load factor)	$2.3091	$0.0310		$2.3401	
Minimum Rate	$0.0000	$0.0000		$0.0000	

1/ Pursuant to Article XVIII of the General Terms and Conditions, the Gas Research Institute (GRI) Surcharge is not applicable to service for other interstate pipelines who are members of GRI, but shall be added to the other charges under Transporter's Rate Schedules.

Pursuant to Article XIX of the General Terms and Conditions the Annual Charge Adjustment (ACA) Surcharge of $.0021 per dekatherm shall be added to other charges under Transporter's Rate Schedules.

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Transportation Fuel and Loss Retention Percentages are inclusive of .03% for Gas Lost and Unaccounted For. Transportation entirely by backhaul will incur only the .03% Gas Lost and Unaccounted For factor.

3/ Customer load factors shall be calculated pursuant to the Stipulation and Agreement Concerning Post-1993 GRI Funding Mechanism using the most recently completed twelve month period running from November through October.

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES (Con't)
(Rates Per Dekatherm)

Currently Effective Term-Differentiated Rates

Rate Schedule	Base Tariff Rate	Adjustment Under Articles XVIII	Adjustment Under Articles XIX	Rate After Current Adjustment 1/	Fuel and Loss Retention Percentages 2/
Daily Demand Rates					
FT-A - Category 3 (Contract Term of 5 Years or more)					
Zone 1 - 1 (high load factor)3/	$0.1419	$0.0016		$0.1435	
Zone 1 - 1 (low load factor)	$0.1419	$0.0010		$0.1429	
Zone 1 - 2 (high load factor)	$0.1943	$0.0016		$0.1959	
Zone 1 - 2 (low load factor)	$0.1943	$0.0010		$0.1953	
Zone 2 - 2 (high load factor)	$0.0759	$0.0016		$0.0775	
Zone 2 - 2 (low load factor)	$0.0759	$0.0010		$0.0769	
Minimum Rate	$0.0000	$0.0000		$0.0000	

1/ Pursuant to Article XVIII of the General Terms and Conditions, the Gas Research Institute (GRI) Surcharge is not applicable to service for other interstate pipelines who are members of GRI, but shall be added to the other charges under Transporter's Rate Schedules.

Pursuant to Article XIX of the General Terms and Conditions the Annual Charge Adjustment (ACA) Surcharge of $.0021 per dekatherm shall be added to other charges under Transporter's Rate Schedules.

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Transportation Fuel and Loss Retention Percentages are inclusive of .03% for Gas Lost and Unaccounted For. Transportation entirely by backhaul will incur only the .03% Gas Lost and Unaccounted For factor.

3/ Customer load factors shall be calculated pursuant to the Stipulation and Agreement Concerning Post-1993 GRI Funding Mechanism using the most recently completed twelve month period running from November through October.

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Second Revised Sheet No. 6.3 Second Revised Sheet No. 6.3 : Effective
Superseding: First Revised Sheet No. 6.3

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES
(Rates Per Dekatherm)

Rate Schedule	Base Tariff Rate	Adjustment Under Articles XVIII	Adjustment Under Articles XIX	Rate After Current Adjustment 1/	Fuel and Loss Retention Percentages 2/
Monthly Demand Rates					
FT-D					
Zone 1 - 1 (high load factor)3/	$11.0521	$0.0500		$11.1021	
Zone 1 - 1 (low load factor)	$11.0521	$0.0310		$11.0831	
Zone 1 - 2 (high load factor)	$12.6912	$0.0500		$12.7412	
Zone 1 - 2 (low load factor)	$12.6912	$0.0310		$12.7222	
Zone 2 - 2 (high load factor)	$2.3520	$0.0500		$2.4020	
Zone 2 - 2 (low load factor	$2.3520	$0.0310		$2.3830	
Minimum Rate	$0.0000	$0.0000		$0.0000	

1/ Pursuant to Article XVIII of the General Terms and Conditions, the Gas Research Institute (GRI) Surcharge is not applicable to service for other interstate pipelines who are members of GRI, but shall be added to the other charges under Transporter's Rate Schedules.

Pursuant to Article XIX of the General Terms and Conditions the Annual Charge Adjustment (ACA) Surcharge of $.0021 per dekatherm shall be added to other charges under Transporter's Rate Schedules.

2/ Fuel and Losses Retention Percentages shall be applicable to all transportation rate schedules.

Transportation Fuel and Loss Retention Percentages are inclusive of .03% for Gas Lost and Unaccounted For. Transportation entirely by backhaul will incur only the .03% Gas Lost and Unaccounted For factor.

3/ Customer load factors shall be calculated pursuant to the Stipulation and Agreement Concerning Post-1993 GRI Funding Mechanism using the most recently completed twelve month period running from November through October.

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Second Revised Sheet No. 6A.3 Second Revised Sheet No. 6A.3 : Effective
Superseding: First Revised Sheet No. 6A.3

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES
(Rates Per Dekatherm)

Rate Schedule	Base Tariff Rate	Adjustment Under Articles XVIII	Adjustment Under Articles XIX	Rate After Current Adjustment 1/	Fuel and Loss Retention Percentages 2/
Daily Demand Rates					
FT-D					
Zone 1 - 1 (high load factor)3/	$0.3634	$0.0016		$0.3650	
Zone 1 - 1 (low load factor)	$0.3634	$0.0010		$0.3644	
Zone 1 - 2 (high load factor)	$0.4172	$0.0016		$0.4188	
Zone 1 - 2 (low load factor)	$0.4172	$0.0010		$0.4182	
Zone 2 - 2 (high load factor)	$0.0773	$0.0016		$0.0789	
Zone 2 - 2 (low load factor)	$0.0773	$0.0010		$0.0783	
Minimum Rate	$0.0000	$0.0000		$0.0000	

1/ Pursuant to Article XVIII of the General Terms and Conditions, the Gas Research Institute (GRI) Surcharge is not applicable to service for other interstate pipelines who are members of GRI, but shall be added to the other charges under Transporter's Rate Schedules.

Pursuant to Article XIX of the General Terms and Conditions the Annual Charge Adjustment (ACA) Surcharge of $.0021 per dekatherm shall be added to other charges under Transporter's Rate Schedules.

2/ Fuel and Losses Retention Percentages shall be applicable to all transportation rate schedules.

Transportation Fuel and Loss Retention Percentages are inclusive of .03% for Gas Lost and Unaccounted For. Transportation entirely by backhaul will incur only the .03% Gas Lost and Unaccounted For factor.

3/ Customer load factors shall be calculated pursuant to the Stipulation and Agreement Concerning Post-1993 GRI Funding Mechanism using the most recently completed twelve month period running from November through October.

STATEMENT OF NEGOTIATED RATES

Shipper	Rate Schedule	Negotiated Rate	Quantity	Point(s) of Receipt	Point(s) of Delivery
Wisconsin Public Service Corporation	FT-A	See Description Below	30,492 Dth/Day	TCPL-Emerson	ANR-Marshfield

Through October 31, 2010, Company shall charge WPSC Company's applicable Maximum Rates pursuant to Rate Schedule FT-A or any successor rate schedule. Provided however, that if either Company's Maximum Rate under Rate Schedule FT-A or the applicable Maximum Rate for the successor rate as averaged on an annual basis (November through October of each year which period is hereinafter referred to as "Year") and calculated on a 100 percent load factor basis exceeds a 100 percent load factor discounted rate of $0.1546/Dth ("100 percent Load Factor Discounted Rate"), WPSC shall be entitled to receive service as averaged on an annual basis and calculated on a 100 percent load factor basis at the 100 percent Load Factor Discounted Rate. It is understood that the rates charged, as calculated on a 100 percent load factor basis, may exceed $0.1546/Dth for certain months of the Year, though the rates charged, as calculated on a 100 percent load factor basis, shall not as averaged on an annual basis (November through October) exceed $0.1546/Dth. Notwithstanding the foregoing, Company shall not invoice WPSC based on 100 percent load factor rates in excess of $0.1546/Dth for service provided in any month during a Year unless either (i) changes during prior months of that Year, on an average basis, were based on 100 percent load factor rates less than $0.1546/Dth or (ii) in good faith, Company anticipates future billings during the applicable Year at 100 percent load factor rates that are less than $0.1546/Dth.

The 100 percent Load Factor Discounted Rate shall be comprised of a demand component(s), a commodity component(s) and any "Inclusive Surcharges" as defined below. Company shall have the exclusive right to determine and adjust at its sole discretion, the demand and commodity component(s) discounts of the 100 percent Load Factor Discounted Rate provided that at no time will the demand or commodity components of the 100 percent Load Factor Discounted Rate be more than the Maximum Rate or less than the Minimum Rate in effect under Company's FERC Gas Tariff for Rate Schedule FT-A or any successor rate schedule, and discounts as to the commodity component(s) are applied evenly (to the extent possible considering tariff minimum rate limitations) to all commodity charges for all periods of a Year.

Exclusive Surcharges are not a component of the 100 percent Load Factor Discounted Rate. WPSC shall pay surcharges that are not Inclusive Surcharges only if they are Exclusive Surcharges as hereafter defined. An "Inclusive Surcharge" is any surcharge associated with Company's cost of providing the transportation service pursuant to this Letter Agreement and the underlying Firm Transportation Agreement.

An "Exclusive Surcharge" shall be defined as a surcharge mandated by the Federal Energy Regulatory Commission ("FERC") or its successor or other regulatory body to be recovered from WPSC and similarly situated Shippers on a uniform basis applied to all interstate natural gas pipelines and, if the surcharge is associated with the recovery of costs incurred by Company, such costs must not be costs incurred by Company on a continuing basis prior to the date of this Letter Agreement. For example, the ACA charge is an Exclusive Surcharge.

STATEMENT OF NEGOTIATED RATES

Fuel charges will be paid by WPSC pursuant to the provisions of Company's FERC Gas Tariff and are not a component of the 100 percent Load Factor Discounted Rate. If the provisions of Company's FERC Gas Tariff were to be revised so that fuel reimbursements become a surcharge, any such surcharge would be an Exclusive Surcharge.

The 100 percent Load Factor Discounted Rate of $0.1546/Dth shall not apply to overrun quantities, which shall be charged at the Maximum Rate specified for the service in Company's FERC Gas Tariff.

In the event Company's effective maximum rates are being collected subject to refund pursuant to FERC order, Company's only refund obligation to WPSC shall be the excess, if any, of the total rate charged and collected by Company from WPSC over and above the maximum rate that is finally approved.

These negotiated rate agreements do not deviate in any material respect from the form of Firm Transportation Agreement in the Tariff.

Effective Date: 08/01/2009 Status: Effective
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Sixth Revised Sheet No. 9 Sixth Revised Sheet No. 9
Superseding: Fifth Revised Sheet No. 9

Sheet No. 9 is being reserved for future use.

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-807-000

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

Sheet No. 9A is being reserved for future use.

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-807-000

Third Revised Sheet No. 9B Third Revised Sheet No. 9B
Superseding: Second Revised Sheet No. 9B

Sheet No. 9B is being reserved for future use.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

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

(a) that completes a valid request for service and executes a Firm Transportation Agreement; and

(b) provided that capacity is available on Company's system necessary to provide the service on a firm basis.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The service rendered shall be the transportation of natural gas up to the Transportation Quantity ("TQ") set out in the Firm Transportation Agreement performed under Subparts B or G of Part 284 of the Commission's Regulations. Firm transportation service under this Rate Schedule shall be provided to the extent Company determines firm capacity is available, to any Shipper in the order in which such Shipper has fulfilled the requirements of Section 3 below.

2.2 In accordance with Section 3 of the General Terms and Conditions, Company shall not commence service until Company and Shipper have executed a Firm Transportation Agreement.

2.3 Company shall file all new backhaul service agreements under this Rate Schedule FT-A for Commission approval

2.4 Company shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule except as provided in Subsection 5.3 of this Rate Schedule.

2.5 Service shall be provided on a firm basis. However, service may be curtailed for any of the reasons set out in Section 10 of the General Terms and Conditions.

3. QUALIFICATION FOR SERVICE

3.1 All Shippers requesting firm transportation service under this Rate Schedule must qualify pursuant to Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

3. QUALIFICATION FOR SERVICE (Continued)

3.2 All Shippers requesting firm transportation service must execute a Firm Transportation Agreement in accordance with the provisions of Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff.

4. DELIVERIES AND RECEIPTS

4.1 Primary Receipt Points

A Shipper may designate as a Primary Receipt Point under this Rate Schedule any receipt point on Company's system covered by an Operational Balancing Agreement ("OBA") to the extent that capacity is available on a firm basis at such receipt point.

4.2 Secondary Receipt Points

For a given FT-A Shipper, any receipt point on Company's system covered by an OBA that is not a designated Primary Receipt Point shall be deemed a Secondary Receipt Point.

4.3 Primary Delivery Points

A Shipper may designate as a Primary Delivery Point under this Rate Schedule any delivery point on Company's system covered by an OBA to the extent that capacity is available on a firm basis at such delivery point.

4.4 Secondary Delivery Points

For a given FT-A Shipper, any delivery point on Company's system covered by an OBA that is not a designated Primary Delivery Point shall be deemed a Secondary Delivery Point.

4.5 OBA Coverage

A receipt or delivery point on Company's system shall be deemed to be covered by an OBA if the Balancing Party at such point has entered into such an OBA with Company in the form set forth in this Tariff or in a form acceptable to Company and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Company shall not refuse to receive gas at a receipt point(s) or deliver gas at a delivery point(s) due to the lack of an effective OBA at such point, provided that the Balancing Party at such point is exercising reasonable efforts to enter promptly into an OBA with Company in the form set forth in this Tariff or in a form acceptable to Company.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

4. DELIVERIES AND RECEIPTS (Continued)

4.6 Gas Quantities at Receipt/Delivery Points

The sum of the Maximum Daily Quantity (MDQ) applicable to a Shipper's designated Primary Receipt Points or the sum of the MDQ applicable to a Shipper's designated Primary Delivery Points may not exceed the TQ under Shipper's Firm Transportation Agreement. Shipper's TQ and MDQ shall be a uniform quantity throughout the term of the Firm Transportation Agreement, except that Company may, on a not unduly discriminatory basis, agree to certain differing levels in Shipper's TQ and MDQ for specified periods throughout the term of the Firm Transportation Agreement. Shipper's TQ and MDQ, along with the effective period of such differing TQ and MDQ levels, shall be specified in Exhibit A of the Firm Transportation Agreement.

4.7 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the receipt point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Company's system at such point(s). Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the delivery point(s).

4.8 Uniform Quantities

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

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates and charges for service under this Rate Schedule shall be set forth in the Statement of Rates and, if applicable, any charges pursuant to Section 5 of this Rate Schedule. A Shipper's reservation rate shall be based on the term-differentiated rate, i.e., Category 1 Rates, Category 2 Rates or Category 3 Rates, applicable to the term of the Firm Transportation Agreement. The term of Firm Transportation Agreements in effect as of July 1, 2002 shall be from the service commencement date of the Firm Transportation Agreement to the first possible termination or expiration date under such Firm Transportation Agreement. The rate category applicable to the term of Firm Transportation Agreements that are entered into on or after July 1, 2002 shall be specified in the Firm Transportation Agreement, and the term shall be from the service commencement date of the Firm Transportation Agreement to the first possible termination or expiration date of the Firm Transportation Agreement. In the event a Shipper exercises an extension provision (whether contained in the original Firm Transportation Agreement or mutually agreed to by Company and Shipper), a new term shall be determined for the Firm Transportation Agreement and shall be from the service commencement date of the extension to the end of the extension period. If a Shipper's Firm Transportation Agreement contains an evergreen clause, then during the term of the evergreen period the applicable rates shall be the Category 1 rates.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.2 Transportation Rates

The applicable rates for service under this Rate Schedule are the applicable maximum Reservation and Commodity Rates shown on the effective Statement of Rates; provided, however, Company has the right at any time and from time to time to adjust the Reservation and Commodity Rates applicable to any service upon agreement with Shipper to any level not less than the minimum or more than the maximum Reservation and Commodity Rates established for this Rate Schedule and set forth on the effective Statement of Rates.

When a Shipper has firm transportation service agreements in effect for both Zone 1-1 and Zone 2-2, such Shipper may utilize its Zone 1-1 firm transportation service agreement in conjunction with its Zone 2-2 firm transportation service agreement to make deliveries from one zone into the other zone without paying an extended delivery charge for the transportation outside of each contract zone provided that the Shipper seeking to use its Zone 1-1 and Zone 2-2 firm transportation service agreements in conjunction with each other has a corresponding available receipt MDQ to match its available delivery MDQ from the receipt zone to the corresponding delivery zone and actual quantities do not exceed the MDQ under each agreement. For example, a Shipper with a Zone 1-1 firm transportation service agreement and a Zone 2-2 transportation service agreement nominating 10,000 Dth/day from zone 1-1 to Zone 2-2 must have available MDQ in both such zones of at least 10,000 Dth/day and not receive or deliver in excess of 10,000 Dth/day to avoid paying extended delivery charges. The ability of a Shipper to use its Zone 1-1 and Zone 2-2 firm transportation service agreements in conjunction with each other will not relieve the Shipper of any other applicable rates, charges or surcharges pursuant to Company's FERC Gas Tariff including but not limited to the applicable Transportation Rates, ACA or overrun charges.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.2 Transportation Rates (Continued)

The sum of the MDQ applicable to each Primary Receipt and Primary Delivery Point combination shall not exceed the TQ under the Firm Transportation Agreement.

On any Gas Day that transportation service is scheduled for a Shipper at a Primary or Secondary Receipt Point(s) in an upstream rate zone that is in excess of the MDQ applicable to such rate zone for such Shipper or is scheduled at a Primary or Secondary Delivery Point(s) in a downstream rate zone that is in excess of the MDQ applicable to such rate zone for such Shipper, Shipper shall pay a charge equal to the difference between the applicable daily demand rates for the upstream and downstream rate zones on the quantity of gas received or delivered in excess of the MDQ of the respective rate zone.

In the event Company and Shipper agree to establish a fixed rate to be charged for the duration of the transportation service, such rate will be set forth in the applicable Firm Transportation Agreement.

5.3 Incidental Charges

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

5.4 Overrun Charge

If Shipper should on any Gas Day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an Operational Flow Order pursuant to Section 8 of the General Terms and Conditions, then such excess quantity shall constitute an unauthorized overrun quantity.

Shipper shall pay Company an unauthorized overrun charge equal to fifteen dollars ($15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Company may have against Shipper for Shipper's unauthorized overrun.

If Shipper, upon receiving the advanced approval by Company, should on any Gas Day transport under this Rate Schedule a quantity of natural gas in excess of Shipper's TQ under Shipper's Firm Transportation Agreement, then such excess quantity shall constitute authorized overrun quantities.

Shipper shall nominate authorized overrun quantities through Company's System. Authorized overrun quantities shall be requested on a separate transaction. [1.3.19/v1.0]

Shipper shall pay Company a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its Firm Transportation Agreement pursuant to this Rate Schedule designed on a 100 percent load factor basis multiplied by the amount of the authorized overrun quantity, unless the parties mutually agree otherwise.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.5 Negotiated Rates

Notwithstanding any provision of Company's effective FERC Gas Tariff to the contrary, Company and Shipper may mutually agree in writing to a Negotiated Rate with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Company's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to or greater than the Maximum Rate; shall not be less than the Minimum Rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. The Maximum Rate shall be available to any Shipper that does not choose a Negotiated Rate. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Company or Shipper to violate FERC's policy with respect to negotiation of terms and conditions of service.

Such Negotiated Rate shall be set forth on an Exhibit of the executed Firm Transportation Agreement and listed on the Statement of Negotiated Rates in Company's FERC Gas Tariff.

If Company agrees to such Negotiated Rate(s), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Company. During such period, the Negotiated Rate shall govern and apply to the Shipper's services and the otherwise applicable rate, rate component, charge or credit which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. Only those rates, rate components, charges or credits identified by Company and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Company's Tariff shall remain in effect.

At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable Maximum Rates or charges shall govern the service provided to Shipper.

Shippers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of scheduling, curtailment and interruption, and calculating the economic value of a request for unsubscribed firm capacity.

For capacity releases with a term of more than one year, or for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies the Company of the release, Replacement Shippers may not bid or pay a rate greater than the Maximum Rate and are not eligible for Negotiated Rates. In the event that capacity subject to a Negotiated Rate which is based on a rate design other than straight fixed variable is released, Shipper and Company may agree on billing adjustments to the Releasing Shipper that may vary from or are in addition to those set forth in Section 21 of the General Terms and Conditions of Company's effective FERC Gas Tariff in order to preserve the economic bases of the Negotiated Rate. Such payment obligation and crediting mechanism for capacity release shall be set forth on an Exhibit of the executed Firm Transportation Agreement.

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule in accordance with Section 26 of the General Terms and Conditions.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Reservation Charge

A reservation rate or rates determined under Section 5 of this Rate Schedule multiplied by the TQ applicable to the month as specified in the Firm Transportation Agreement; and

(b) Commodity Charge

The applicable Commodity Rate(s) under Section 5 of this Rate Schedule multiplied by the applicable quantities of gas delivered in the month; and

(c) Other Charges

If applicable, any Incidental Charges and any Overrun Charges pursuant to Subsections 5.3 and 5.4 of this Rate Schedule.

8. WAIVER

Company may waive any rights hereunder or any obligations of Shipper hereunder 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.

9. GENERAL TERMS AND CONDITIONS

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

Effective Date: 08/12/2004 Status: Effective
FERC Docket: RP98-290-011
Seventh Revised Sheet No. 15 Seventh Revised Sheet No. 15 : Effective
Superseding: Sheet Nos. 15 Through 15D

Notice of Cancellation

Rate Schedule FT-B

The following tariff sheets have been superseded:

Sixth Revised Sheet No. 15
Third Revised Sheet No. 15A
Fifth Revised Sheet No. 15B
Second Revised Sheet No. 15B.01
First Revised Sheet No. 15C
Second Revised Sheet No. 15C.01
Fourth Revised Sheet No. 15D

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

3. QUALIFICATION FOR SERVICE (Continued)

3.2 All Shippers requesting firm transportation service must execute a Firm Transportation Agreement in accordance with the provisions of Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff. An executed Transportation Agreement should be sent to:

Customer Service
Viking Gas Transmission Company
13710 FNB Parkway
Omaha, Nebraska 68154-5200

4. DELIVERIES AND RECEIPTS

4.1 Primary Receipt Points

A Shipper may designate as a Primary Receipt Point under this Rate Schedule any receipt point on Company's system covered by an Operational Balancing Agreement ("OBA") to the extent that capacity is available on a firm basis at such receipt point.

4.2 Secondary Receipt Points

Any receipt point on Company's system covered by an OBA shall be available as a Secondary Receipt Point.

4.3 Primary Delivery Points

A Shipper may designate as a Primary Delivery Point under this Rate Schedule any delivery point on Company's system covered by an OBA to the extent that capacity is available on a firm basis at such delivery point.

4.4 Secondary Delivery Points

Any delivery point on Company's system covered by an OBA shall be available as a Secondary Delivery Point.

4.5 OBA Coverage

A receipt or delivery point on Company's system shall be deemed to be covered by an OBA if (i) the Balancing Party at such point has entered into such an OBA with Company in the form set forth in this Tariff and such OBA is in full force and effect, or (ii) the Balancing Party at such point is an interconnecting pipeline who has entered into an OBA with Company in the form set forth in this Tariff or otherwise and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Company shall not refuse to receive gas at a receipt point(s) or deliver gas at a delivery point(s) due to the lack of an effective OBA at such point, provided that the Balancing Party at such point is exercising reasonable efforts to enter promptly into an OBA with Company in the form set forth in this Tariff or in a form acceptable to Company.

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

4. DELIVERIES AND RECEIPTS (Continued)

4.6 Gas Quantities at Receipt/Delivery Points

The Maximum Daily Quantity at any receipt point shall not exceed the quantity which Shipper's supplier has agreed to deliver at such point. The sum of the Maximum Receipt Quantities applicable to a Shipper's designated Primary Receipt Points or the sum of the Maximum Delivery Quantities applicable to a Shipper's designated Primary Delivery Points may not exceed the TQ under Shipper's Firm Transportation Agreement.

4.7 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the receipt point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Company's system at such point(s). Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the delivery point(s), subject to minimum pressure requirements specified in the Transportation Agreement.

4.8 Uniform Quantities

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

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates and charges for service under this Rate Schedule shall be set forth in the Statement of Rates and, if applicable, any charges pursuant to Section 5 of this Rate Schedule. A Shipper's charge shall be based on the term-differentiated rate, i.e., Category 1 Rates, Category 2 Rates or Category 3 Rates, applicable to the term of the Firm Transportation Agreement. The term of Firm Transportation Agreements that are in effect as of July 1, 2002 shall be from the service commencement date of the Firm Transportation Agreement to the first possible termination or expiration date under such Firm Transportation Agreement. The rate category applicable to the term of Firm Transportation Agreements that are entered into on or after July 1, 2002 shall be specified in the Firm Transportation Agreement, and the term shall be from the service commencement date of the Firm Transportation Agreement to the first possible termination or expiration date of the Firm Transportation Agreement. In the event a Shipper exercises an extension provision (whether contained in the original Firm Transportation Agreement or mutually agreed to by Company and Shipper), a new term shall be determined for the Firm Transportation Agreement and shall be from the service commencement date of the extension to the end of the extension period. If a Shipper's Firm Transportation Agreement contains an evergreen clause, then during the term of the evergreen period the applicable rates shall be the Category 1 rates.

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.2 Transportation Rates (Continued)

The sum of the Maximum Daily Quantities applicable to each Primary Receipt and Primary Delivery Point combination shall not exceed the TQ under the Firm Transportation Agreement.

On any Gas Day that transportation service at a Primary or Secondary Receipt Point(s) in an upstream rate zone in excess of the TQ applicable to such rate zone or schedules at a Primary or Secondary Delivery Point(s) in a downstream rate zone in excess of the TQ applicable to such rate zone, Shipper shall pay a charge equal to the difference between the applicable daily reservation rates for the upstream and downstream rate zones on the quantity of gas received or delivered in excess of the TQ of the respective rate zone.

In the event Company and Shipper agree to establish a fixed rate to be charged for the duration of the transportation service, such rate will be set forth in the applicable Firm Transportation Agreement.

5.3 Incidental Charges

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

5.4 Overrun Charge

If Shipper should on any Gas Day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an Operational Flow Order pursuant to Section 8 of the General Terms and Conditions, then such excess quantity shall constitute an unauthorized overrun quantity.

Shipper shall pay Company an unauthorized overrun charge equal to fifteen dollars ($15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Company may have against Shipper for Shipper's unauthorized overrun.

A Shipper may obtain Company's advance approval of an overrun quantity during periods when an OFO is not in effect or when an overrun quantity would not be inconsistent with the terms of an OFO. If Shipper obtains Company's advance approval of an overrun quantity, then Shipper shall pay Company a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its Firm Transportation Agreement pursuant to this Rate Schedule designed on a 100 percent load factor basis multiplied by the amount of the authorized overrun quantity, unless the parties mutually agree otherwise.

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule in accordance with Section 26 of the General Terms Conditions.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Reservation Charge

A reservation rate or rates determined under Subsection 5.2 of this Rate Schedule multiplied by the TQ applicable to the month as specified in the Firm Transportation Agreement; and

(b) Commodity Charge

The applicable Commodity Rate(s) under Subsection 5.2 of this Rate Schedule multiplied by the applicable quantities of gas delivered in the month; and

(c) Other Charges

If applicable, any Incidental Charges and any Overrun Charges pursuant to Subsections 5.3 and 5.4 of this Rate Schedule.

8. WAIVER

Company may waive any rights hereunder or any obligations of Shipper hereunder 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.

9. GENERAL TERMS AND CONDITIONS

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

Effective Date: 08/12/2004 Status: Effective
FERC Docket: RP98-290-011
Fifth Revised Sheet No. 15E Fifth Revised Sheet No. 15E : Effective
Superseding: Sheet Nos. 15E Through 15J

Notice of Cancellation

Rate Schedule FT-C

The following tariff sheets have been superseded:

Fourth Revised Sheet No. 15E
Second Revised Sheet No. 15F
Fourth Revised Sheet No. 15G
Second Revised Sheet No. 15G.01
Second Revised Sheet No. 15H
Second Revised Sheet No. 15I
Second Revised Sheet No. 15J

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE

4. DELIVERIES AND RECEIPTS

4.1 Primary Receipt Points

A Shipper may designate as a Primary Receipt Point under this Rate Schedule any eligible receipt point on Company's system covered by an OBA to the extent that capacity is available on a firm basis at such receipt point.

4.2 Secondary Receipt Points

Any receipt point on Company's system covered by an OBA shall be deemed as a Secondary Receipt Point.

4.3 Primary Delivery Points

A Shipper may designate as a Primary Delivery Point under this Rate Schedule any delivery point on Company's system covered by an OBA to the extent that capacity is available on a firm basis at such delivery point.

4.4 Secondary Delivery Points

Any delivery point on Company's system covered by an OBA shall be available as a Secondary Delivery Point.

4.5 OBA Coverage

A receipt or delivery point on Company's system shall be deemed to be covered by an OBA if (i) the Balancing Party at such point has entered into such an OBA with Company in the form set forth in this Tariff and such OBA is in full force and effect, or (ii) the Balancing Party at such point is an interconnecting pipeline who has entered into an OBA with Company in the form set forth in this Tariff or otherwise and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Company shall not refuse to receive gas at a receipt point(s) or deliver gas at a delivery point(s) due to the lack of an effective OBA at such point, provided that the Balancing Party at such point is exercising reasonable efforts to enter promptly into an OBA with Company in the form set forth in this Tariff or in a form acceptable to Company.

4.6 Gas Quantities at Receipt/Delivery Points

The Maximum Daily Quantity at any receipt point shall not exceed the quantity which Shipper's supplier has agreed to deliver at such point. The sum of the Maximum Receipt Quantities applicable to a Shipper's designated Primary Receipt Points or the sum of the Maximum Delivery Quantities applicable to a Shipper's designated Primary Delivery Points may not exceed the TQ under Shipper's Firm Transportation Agreement.

4.7 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the receipt point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Company's system at such point(s). Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the delivery point(s), subject to minimum pressure requirements specified in the Transportation Agreement.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE

4. DELIVERIES AND RECEIPTS (Continued)

4.8 Uniform Quantities

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

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates and charges for service under this Rate Schedule shall be set forth in the Statement of Rates and, if applicable, any charges pursuant to Section 5 of this Rate Schedule. A Shipper's charge shall be based on the term-differentiated rate, i.e., Category 1 Rates, Category 2 Rates or Category 3 Rates, applicable to the term of the Firm Transportation Agreement. The term of Firm Transportation Agreements that are in effect as of July 1, 2002 shall be from the service commencement date of the Firm Transportation Agreement to the first possible termination or expiration date under such Firm Transportation Agreement. The rate category applicable to the term of Firm Transportation Agreements that are entered into on or after July 1, 2002 shall be specified in the Firm Transportation Agreement, and the term shall be from the service commencement date of the Firm Transportation Agreement to the first possible termination or expiration date of the Firm Transportation Agreement. In the event a Shipper exercises an extension provision (whether contained in the original Firm Transportation Agreement or mutually agreed to by Company and Shipper), a new term shall be determined for the Firm Transportation Agreement and shall be from the service commencement date of the extension to the end of the extension period. If a Shipper's Firm Transportation Agreement contains an evergreen clause, then during the term of the evergreen period the applicable rates shall be the Category 1 rates.

5.2 Transportation Rates

The applicable rates for service under this Rate Schedule are the applicable maximum Reservation and Commodity Rates shown on the effective Tariff Sheet Nos. 5 - 5H; provided, however, Company has the right at any time and from time to time to adjust the Reservation and Commodity Rates applicable to any service upon agreement with Shipper to any level not less than the minimum or more than the maximum Reservation and Commodity Rates established for this Rate Schedule and set forth on the effective Tariff Sheet Nos. 5 - 5H.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.2 Transportation Rates (Continued)

In the event Company and Shipper agree to establish a fixed rate to be charged for the duration of the transportation service, such rate will be set forth in the applicable Firm Transportation Agreement.

5.3 Incidental Charges

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

5.4 Overrun Charge

If Shipper should on any Gas Day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an Operational Flow Order pursuant to Section 8 of the General Terms and Conditions, then such excess quantity shall constitute an unauthorized overrun quantity.

A Shipper may obtain Company's advance approval of an overrun quantity during periods when an OFO is not in effect or when an overrun quantity would not be inconsistent with the terms of an OFO. If Shipper obtains Company's advance approval of an overrun quantity, then Shipper shall pay Company a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its Firm Transportation Agreement pursuant to this Rate Schedule designed on a 100 percent load factor basis multiplied by the amount of the authorized overrun quantity, unless the parties mutually agree otherwise.

Shipper shall pay Company an unauthorized overrun charge equal to fifteen dollars ($15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Company may have against Shipper for Shipper's unauthorized overrun.

5.5 Negotiated Rates

Notwithstanding any provision of Company's effective FERC Gas Tariff to the contrary, Company and Shipper may mutually agree in writing to a Negotiated Rate with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Company's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to or greater than the Maximum Rate; shall not be less than the Minimum Rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. The Maximum Rate shall be available to any Shipper that does not choose a Negotiated Rate. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Company or Shipper to violate FERC's policy with respect to negotiation of terms and conditions of service.

Such Negotiated Rate shall be set forth on an Exhibit of the executed Firm Transportation Agreement and on the Statement of Negotiated Rates in Company's FERC Gas Tariff.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.5 Negotiated Rates (Continued)

If Company agrees to such Negotiated Rate(s), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Company. During such period, the Negotiated Rate shall govern and apply to the Shipper's services and the otherwise applicable rate, rate component, charge or credit which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. Only those rates, rate components, charges or credits identified by Company and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Company's Tariff shall remain in effect.

At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable Maximum Rates or charges shall govern the service provided to Shipper.

Shippers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of scheduling, curtailment and interruption, and calculating the economic value of a request for unsubscribed firm capacity.

Replacement Shippers may not bid or pay a rate greater than the Maximum Rate and are not eligible for Negotiated Rates. In the event that capacity subject to a Negotiated Rate which is based on a rate design other than straight fixed variable is released, Shipper and Company may agree on billing adjustments to the Releasing Shipper that may vary from or are in addition to those set forth in Section 21 of the General Terms and Conditions of Company's effective FERC Gas Tariff in order to preserve the economic bases of the Negotiated Rate. Such payment obligation and crediting mechanism for capacity release shall be set forth on an Exhibit of the executed Firm Transportation Agreement.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule in accordance with Section 26 of the General Terms and Conditions.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Reservation Charge

A reservation rate or rates determined under Subsection 5.2 of this Rate Schedule multiplied by the TQ applicable to the month as specified in the Firm Transportation Agreement; and

(b) Commodity Charge

The applicable Commodity Rate(s) under Subsection 5.2 of this Rate Schedule multiplied by the applicable quantities of gas delivered in the month; and

(c) Other Charges

If applicable, any Incidental Charges and any Overrun Charges pursuant to Subsections 5.3 and 5.4 of this Rate Schedule.

8. WAIVER

Company may waive any rights hereunder or any obligations of Shipper hereunder 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.

9. GENERAL TERMS AND CONDITIONS

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

Effective Date: 01/01/2006 Status: Effective
FERC Docket: RP02-132-009

Fourth Revised Sheet No. 15K Fourth Revised Sheet No. 15K : Effective
Superseding: Sheet Nos. 15K Through 15P

Notice of Cancellation

Rate Schedule FT-D

The following tariff sheets have been superseded:

Third Revised Sheet No. 15K
Substitute Third Revised Sheet No. 15L
Second Revised Sheet No. 15M
Substitute Second Revised Sheet No. 15M.01
Substitute Second Revised Sheet No. 15N
Second Revised Sheet No. 15O
First Revised Sheet No. 15P

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE

4. DELIVERIES AND RECEIPTS

4.1 Primary Receipt Points

A Shipper may designate as a Primary Receipt Point under this Rate Schedule any receipt point on Company's system in Zone 1-1 covered by an OBA to the extent that capacity is available on a firm basis at such receipt point.

4.2 Secondary Receipt Points

Any receipt point on Company's system covered by an OBA that is not designated a Primary Receipt Point shall be deemed a Secondary Receipt Point.

4.3 Primary Delivery Points

A Shipper may designate as a Primary Delivery Point under this Rate Schedule any delivery point on Company's system in Zone 1-1 covered by an OBA to the extent that capacity is available on a firm basis at such delivery point.

4.4 Secondary Delivery Points

Any delivery point on Company's system covered by an OBA that is not a designated Primary Delivery Point shall be deemed a Secondary Delivery Point.

4.5 OBA Coverage

A receipt or delivery point on Company's system shall be deemed to be covered by an OBA if (i) the Balancing Party at such point has entered into such an OBA with Company in the form set forth in this Tariff or in a form acceptable to Company and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Company shall not refuse to receive gas at a receipt point(s) or deliver gas at a delivery point(s) due to the lack of an effective OBA at such point, provided that the Balancing Party at such point is exercising reasonable efforts to enter promptly into an OBA with Company in the form set forth in this Tariff or in a form acceptable to Company.

4.6 Gas Quantities at Receipt/Delivery Points

The sum of the MDQ applicable to a Shipper's designated Primary Receipt Points or the sum of the MDQ applicable to a Shipper's designated Primary Delivery Points may not exceed the TQ under Shipper's Firm Transportation Agreement. Shipper's TQ and MDQ shall be a uniform quantity throughout the term of the Firm Transportation Agreement, except that Company may, on a not unduly discriminatory basis, agree to certain differing levels in Shipper's TQ and MDQ for specified periods throughout the term of the Firm Transportation Agreement. Shipper's TQ and MDQ, along with the effective period of such differing TQ and MDQ levels, shall be specified in Exhibit A of the Firm Transportation Agreement.

4.7 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the receipt point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Company's system at such point(s). Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the delivery point(s).

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE

4. DELIVERIES AND RECEIPTS (Continued)

4.8 Uniform Quantities

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

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates and charges for service under this Rate Schedule shall be set forth in the Statement of Rates and, if applicable, any charges pursuant to Section 5 of this Rate Schedule. At such time as term-differentiated rates are applicable to Rate Schedule FT-D service, a Shipper's reservation rate shall be based on the term-differentiated rate, i.e., Category 1 Rates, Category 2 Rates or Category 3 Rates, applicable to the term of the Firm Transportation Agreement. The term of Firm Transportation Agreements in effect as of July 1, 2002 shall be from the service commencement date of the Firm Transportation Agreement to the first possible termination or expiration date under such Firm Transportation Agreement. The rate category applicable to the term of Firm Transportation Agreements that are entered into on or after July 1, 2002 shall be specified in the Firm Transportation Agreement, and the term shall be from the service commencement date of the Firm Transportation Agreement to the first possible termination or expiration date of the Firm Transportation Agreement. In the event a Shipper exercises a provision (whether contained in the original Firm Transportation Agreement or mutually agreed to by Company and Shipper), a new term shall be determined for the Firm Transportation Agreement and shall be from the service commencement date of the extension to the end of the extension period. If a Shipper's Firm Transportation Agreement contains an evergreen clause, then during the term of the evergreen period the applicable rates shall be the Category 1 rates.

5.2 Transportation Rates

The applicable rates for service under this Rate Schedule are the applicable maximum Reservation and Commodity Rates listed on the Statement of Rates of Company's FERC Gas Tariff shown on the effective Tariff Sheet Nos. 5C, 5G and 5H; provided, however, Company has the right at any time and from time to time to adjust the Reservation and Commodity Rates applicable to any service upon agreement with Shipper to any level not less than the minimum or more than the maximum Reservation and Commodity Rates established for this Rate Schedule and the effective Tariff Sheet Nos. 5C, 5G and 5H.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.3 Incidental Charges

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

5.4 Overrun Charge

If Shipper should on any Gas Day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an Operational Flow Order pursuant to Section 8 of the General Terms and Conditions, then such excess quantity shall constitute an unauthorized overrun quantity.

Shipper shall pay Company an unauthorized overrun charge equal to fifteen dollars ($15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Company may have against Shipper for Shipper's unauthorized overrun.

If Shipper, upon receiving the advanced approval by Company, should on any Gas Day transport under this Rate Schedule a quantity of natural gas in excess of Shipper's TQ under Shipper's Firm Transportation Agreement, then such excess quantity shall constitute authorized overrun quantities.

Shipper shall nominate authorized overrun quantities through Company's system. Authorized overrun quantities shall be requested on a separate transaction. [1.3.19/v1.0]

Shipper shall pay Company a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its Firm Transportation Agreement pursuant to this Rate Schedule designed on a 100 percent load factor basis multiplied by the amount of the authorized overrun quantity, unless the parties mutually agree otherwise.

5.5 Negotiated Rates

Notwithstanding any provision of Company's effective FERC Gas Tariff to the contrary, Company and Shipper may mutually agree in writing to a Negotiated Rate with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Company's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to or greater than the Maximum Rate; shall not be less than the Minimum Rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. The Maximum Rate shall be available to any Shipper that does not choose a Negotiated Rate. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Company or Shipper to violate FERC's policy with respect to negotiation of terms and conditions of service.

Such Negotiated Rate shall be set forth on an Exhibit of the executed Firm Transportation Agreement and on the Statement of Negotiated Rates in Company's FERC Gas Tariff.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.5 Negotiated Rates (Continued)

If Company agrees to such Negotiated Rate(s), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Company. During such period, the Negotiated Rate shall govern and apply to the Shipper's services and the otherwise applicable rate, rate component, charge or credit which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. Only those rates, rate components, charges or credits identified by Company and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Company's Tariff shall remain in effect.

At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable Maximum Rates or charges shall govern the service provided to Shipper.

Shippers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of scheduling, curtailment and interruption, and calculating the economic value of a request for unsubscribed firm capacity.

Replacement Shippers may not bid or pay a rate greater than the Maximum Rate and are not eligible for Negotiated Rates. In the event that capacity subject to a Negotiated Rate which is based on a rate design other than straight fixed variable is released, Shipper and Company may agree on billing adjustments to the Releasing Shipper that may vary from or are in addition to those set forth in Section 21 of the General Terms and Conditions of Company's effective FERC Gas Tariff in order to preserve the economic bases of the Negotiated Rate. Such payment obligation and crediting mechanism for capacity release shall be set forth on an Exhibit of the executed Firm Transportation Agreement.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule in accordance with Section 26 of the General Terms and Conditions.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Reservation Charge

A reservation rate or rates determined under Section 5 of this Rate Schedule multiplied by the TQ applicable to the month as specified in the Firm Transportation Agreement; and

(b) Commodity Charge

The applicable Commodity Rate(s) under Section 5 of this Rate Schedule multiplied by the applicable quantities of gas delivered in the month; and

(c) Other Charges

If applicable, any Incidental Charges and any Overrun Charges pursuant to Subsections 5.3 and 5.4 of this Rate Schedule.

8. WAIVER

Company may waive any rights hereunder or any obligations of Shipper hereunder 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.

9. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.2 Transportation Rates

The applicable rates for service under this Rate Schedule are the applicable maximum Reservation and Commodity Rates shown on the effective Tariff Sheet Nos. 5 - 5H; provided, however, Company has the right at any time and from time to time to adjust the Reservation and Commodity Rates applicable to any service upon agreement with Shipper to any level not less than the minimum or more than the maximum Reservation and Commodity Rates established for this Rate Schedule and set forth on the effective Tariff Sheet Nos. 5 - 5H.

RATE SCHEDULE FT-B
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.5 Negotiated Rates

Notwithstanding any provision of Company's effective FERC Gas Tariff to the contrary, Company and Shipper may mutually agree in writing to a Negotiated Rate with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Company's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to or greater than the Maximum Rate; shall not be less than the Minimum Rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. The Maximum Rate shall be available to any Shipper that does not choose a Negotiated Rate. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Company or Shipper to violate FERC's policy with respect to negotiation of terms and conditions of service.

Such Negotiated Rate shall be set forth on an Exhibit of the executed Firm Transportation Agreement and on the Statement of Negotiated Rates in Company's FERC Gas Tariff.

If Company agrees to such Negotiated Rate(s), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Company. During such period, the Negotiated Rate shall govern and apply to the Shipper's services and the otherwise applicable rate, rate component, charge or credit which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. Only those rates, rate components, charges or credits identified by Company and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Company's Tariff shall remain in effect.

At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable Maximum Rates or charges shall govern the service provided to Shipper.

Shippers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of scheduling, curtailment and interruption, and calculating the economic value of a request for unsubscribed firm capacity.

Replacement Shippers may not bid or pay a rate greater than the Maximum Rate and are not eligible for Negotiated Rates. In the event that capacity subject to a Negotiated Rate which is based on a rate design other than straight fixed variable is released, Shipper and Company may agree on billing adjustments to the Releasing Shipper that may vary from or are in addition to those set forth in Section 21 of the General Terms and Conditions of Company's effective FERC Gas Tariff in order to preserve the economic bases of the Negotiated Rate. Such payment obligation and crediting mechanism for capacity release shall be set forth on an Exhibit of the executed Firm Transportation Agreement.

RATE SCHEDULE FT-C
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.2 Transportation Rates (Continued)

The sum of the Maximum Daily Quantities applicable to each Primary Receipt and Primary Delivery Point combination shall not exceed the TQ under the Firm Transportation Agreement.

On any Gas Day that Shipper schedules transportation service at a Primary or Secondary Receipt Point(s) in an upstream rate zone in excess of the TQ applicable to such rate zone or schedules at a Primary or Secondary Delivery Point(s) in a downstream rate zone in excess of the TQ applicable to such rate zone, Shipper shall pay a charge equal to the difference between the applicable daily reservation rates for the upstream and downstream rate zones on the quantity of gas received or delivered in excess of the TQ of the respective rate zone.

RATE SCHEDULE FT-D
FIRM TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.2 Transportation Rates (Continued)

The sum of the MDQs applicable to each Primary Receipt and Primary Delivery Point combination shall not exceed the TQ under the Firm Transportation Agreement.

On any Gas Day that transportation service is scheduled for a Shipper at a Primary or Secondary Receipt Point(s) in an upstream rate zone that is in excess of the TQ applicable to such rate zone for such Shipper or is scheduled for a Shipper at a Primary or Secondary Delivery Point(s) in a downstream rate zone that is in excess of the MDQ applicable to such rate zone for a Shipper, Shipper shall pay a charge equal to the difference between the applicable daily reservation rates for the upstream and downstream rate zones on the quantity of gas received or delivered in excess of the TQ of the respective rate zone.

In the event Company and Shipper agree to establish a fixed rate to be charged for the duration of the transportation service, such rate will be set forth in the applicable Firm Transportation Agreement.

RATE SCHEDULE FT-B (Continued)

5.2 Transportation Rates: The applicable Transportation Rates for service under this Rate Schedule are the applicable maximum Reservation and Commodity Rates shown on the effective Tariff Sheet Nos. 6 - 6B; provided, however, Transporter has the right at any time and from time to time to adjust the Reservation and Commodity Rates applicable to any service upon agreement with Shipper to any level not less than the minimum or more than the maximum Reservation and Commodity Rates established for this Rate Schedule and set forth on the effective Tariff Sheet Nos. 6 - 6B. In the event the Shipper has designated multiple Primary Receipt and/or Primary Delivery Points, a Weighted Average Reservation Rate shall be applied to the total maximum daily transportation quantity specified in the Transportation Agreement. The Weighted Average Reservation Rate shall be determined as follows: (1) for each Primary Receipt and Primary Delivery Point combination available under the Transportation Agreement the applicable Reservation Rate shall be multiplied by the maximum daily transportation quantity applicable to that receipt and delivery point combination; (2) the sum of the amounts derived for each Primary Receipt and Primary Delivery Point combination shall be divided by the total maximum daily transportation quantity specified in the Transportation Agreement.

RATE SCHEDULE FT-B (Continued)

5.5 Negotiated Rates: Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to a Negotiated Rate with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to or greater than the maximum rate; shall not be less than the minimum rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. The Maximum Rate shall be available to any Shipper that does not choose a Negotiated Rate. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Transporter or Shipper to violate FERC's policy with respect to negotiation of terms and conditions of service.

Such Negotiated Rate shall be set forth on an Exhibit of the executed Service Agreement and on the currently effective Tariff Sheet No. 7.

If Transporter agrees to such Negotiated Rate(s), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's services and the otherwise applicable rate, rate component, charge or credit which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. Only those rates, rate components, charges or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper.

Shippers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of scheduling, curtailment and interruption, and calculating the economic value of a request for unsubscribed firm capacity.

Replacement Shippers may not bid or pay a rate greater than the Maximum Rate and are not eligible for Negotiated Rates. In the event that capacity subject to a Negotiated Rate which is based on a rate design other than straight fixed variable is released, Shipper and Viking may agree on billing adjustments to the Releasing Shipper that may vary from or are in addition to those set forth in Section 21 of the General Terms and Conditions of Transporter's effective FERC Gas Tariff in order to preserve the economic bases of the Negotiated Rate. Such payment obligation and crediting mechanism for capacity release shall be set forth on an Exhibit of the executed Service Agreement.

RATE SCHEDULE FT-C (Continued)

The sum of the maximum daily transportation quantities applicable to each Primary Receipt and Primary Delivery Point combination shall not exceed the total maximum daily transportation quantity under the Transportation Agreement.

On any day that Shipper schedules transportation service at a Primary or Secondary Receipt Point(s) in an upstream rate zone in excess of the maximum daily quantity applicable to such rate zone or schedules transportation service at a Primary or Secondary Delivery Point(s) in a downstream rate zone in excess of the maximum daily quantity applicable to such rate zone, Shipper shall pay a charge equal to the difference between the applicable daily reservation rates for the upstream and downstream rate zones on the quantity of gas received or delivered in excess of the maximum daily quantity of the respective rate zone.

The sum of the maximum daily transportation quantities applicable to each Primary Receipt and Primary Delivery Point combination shall not exceed the total maximum daily transportation quantity under the Transportation Agreement.

On any day that Shipper schedules transportation service at a Primary or Secondary Receipt Point(s) in an upstream rate zone in excess of the maximum daily quantity applicable to such rate zone or schedules transportation service at a Primary or Secondary Delivery Point(s) in a downstream rate zone in excess of the maximum daily quantity applicable to such rate zone, Shipper shall pay a charge equal to the difference between the applicable daily reservation rates for the upstream and downstream rate zones on the quantity of gas received or delivered in excess of the maximum daily quantity of the respective rate zone.

Effective Date: 07/01/2004 Status: Effective
FERC Docket: RP04-306-000

Third Revised Sheet No. 16 Third Revised Sheet No. 16 : Effective
Superseding: Second Revised Sheet Nos. 16 Through 20

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

Third Revised Sheet No. 16
First Revised Sheet No. 17
First Revised Sheet No. 18
Substitute Fifth Revised Sheet No. 19
Third Revised Sheet No. 20

RATE SCHEDULE FT-GS (Continued)

3. QUALIFICATION FOR SERVICE

3.1 All Shippers requesting firm transportation service must qualify pursuant to Article XXII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

3.2 All Shippers requesting firm transportation service must execute a Transportation Agreement in accordance with the provisions of Article XXII of the General Terms and Conditions of Transporter's FERC Gas Tariff. An executed Transportation Agreement should be sent to:

Manager Customer Accounts & Federal Regulatory Affairs
Viking Gas Transmission Company
825 Rice Street
St. Paul, Minnesota 55117-5485

4. DELIVERIES AND RECEIPTS

4.1 Primary Receipt Points: A Shipper may designate as a Primary Receipt Point under this Rate Schedule any eligible receipt point covered by an OBA to the extent that (i) capacity is available on a firm basis at such receipt point, or (ii) Shipper utilized such receipt point as of November 1, 1992, as a firm receipt point for service under this Rate Schedule or for a firm sales or transportation service converted to service under this Rate Schedule.

4.2 Secondary Receipt Points: Any eligible receipt point on Transporter's system covered by an OBA shall be available as a Secondary Receipt Point.

4.3 Primary Delivery Points: A Shipper may designate as a Primary Delivery Point under this Rate Schedule any eligible delivery point on Transporter's system covered by an OBA to the extent that (i) capacity is available on a firm basis at such delivery point, or (ii) Shipper utilized such delivery point, as of November 1, 1992, as a firm delivery point for service under this Rate Schedule or for a firm sales or transportation service converted to service under this Rate Schedule.

RATE SCHEDULE FT-GS (Continued)

4.4 Secondary Delivery Points: Any eligible delivery point on Transporter's system covered by an OBA shall be available as a Secondary Delivery Point.

4.5 A receipt or delivery point on Transporter's system shall be deemed to be covered by an OBA if (i) the Operator of such point has entered into an OBA with Transporter in the form set forth in this tariff and such OBA is in full force and effect, or (ii) the Operator of such point is an interconnecting pipeline who has entered into an OBA with Transporter in the form set forth in this tariff or otherwise and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Transporter shall not refuse to receive gas at a receipt point(s) or deliver gas at a delivery point(s) due to the lack of an effective OBA at such point, provided that the Operator of such point is exercising reasonable efforts to enter promptly into an OBA with Transporter in the form set forth in this tariff or in a form acceptable to Transporter.

4.6 Gas Quantities at Receipt/Delivery Points: The maximum daily quantity at any receipt point shall not exceed the quantity which Shipper's supplier has agreed to deliver at such point. The sum of the maximum daily quantities applicable to all receipt points or applicable to all delivery points may not exceed the maximum daily quantity under Shipper's Transportation Agreement.

4.7 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Transporter's system at such point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s), subject to minimum pressure requirements specified in the Transportation Agreement.

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

5. RATES AND CHARGES

5.1 Applicable Rates and Charges: The rates and charges for service under this Rate Schedule shall be the Transportation Rates, and if applicable, any charges pursuant to Section 5.

5.2 Transportation Rates: The applicable Transportation Rates for service under this Rate Schedule are the applicable maximum Commodity Rates shown on the effective Tariff Sheet No. 6; provided, however, Transporter has the right at any time and from time to time to adjust the Commodity Rates applicable to any service upon notice to Shipper to any level not less than the minimum or more than the maximum Reservation and Commodity

RATE SCHEDULE FT-GS (Continued)

Rates established for this Rate Schedule and set forth on the effective Tariff Sheet No.

6. The sum of the maximum daily transportation quantities applicable to each receipt and delivery point combination shall not exceed the total maximum daily transportation quantity under the Transportation Agreement.

5.3 Incidental Charges: In addition to the charges pursuant to Section 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter 100% for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in establishing or rendering service. Transporter shall not use the amounts so collected (both costs and revenues) in establishing its general system rates.

5.4 Overrun Charge: If Shipper should on any day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an operational flow order pursuant to Article VIII of the General Terms and Conditions, then such excess quantity shall constitute an overrun quantity. If Shipper obtains Transporter's advance approval of an overrun quantity, then Shipper shall pay Transporter a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its Transportation Agreement and this Rate Schedule designed on a 100% load factor basis multiplied by the amount of the overrun quantity, unless the parties mutually agree otherwise. If Shipper does not obtain Transporter's advance approval of an overrun quantity, then Shipper shall pay Transporter an overrun charge equal to fifteen dollars ($15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Transporter may have against Shipper for Shipper's unauthorized overrun.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the amount established pursuant to GISB Standard 1.3.16 (Version 1.0): Where fuel reimbursement method is fuel in-kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be (1-fuel %/100) multiplied by receipt quantity = delivery quantity. The fuel % shall equal the applicable percentage shown on effective Sheet Nos. 6 and 6A in Transporter's FERC Gas Tariff; provided, however, (i) for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown on effective Sheet Nos. 6 and 6A, and (ii) the fuel percentage may be reduced to any level not less than the actual fuel required for a transaction. Pursuant to GISB Standard 1.3.15 (Version 1.0): When the fuel reimbursement method is fuel in-kind, the results of the fuel reimbursement calculations for the nomination process should be rounded to the nearest dekatherm or Gigajoule (Canada).

RATE SCHEDULE FT-GS (Continued)

Only those rates, rate components, charges or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's Tariff shall remain in effect.

At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper.

Shippers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of scheduling, curtailment and interruption, and calculating the economic value of a request for unsubscribed firm capacity.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery multiplied by the applicable percentage shown on effective Sheet No. 6 in Transporter's FERC Gas Tariff; provided, however, (i) for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown on effective Sheet No. 6, and (ii) the full percentage may be reduced to any level not less than the actual fuel required for a transaction.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Commodity Charge: The applicable Commodity Rate(s) under Section 5.2 multiplied by the applicable quantities of gas transported in the month; and

(b) Other Charges: If applicable, any Incidental Charges pursuant to Section 5.3, and any Overrun Charges pursuant to Section 5.4.

8. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder 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.

9. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis by Company for any Shipper, which has executed an Interruptible Transportation Agreement wherein Company agrees to transport gas for Shipper's account up to a specific TQ.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Interruptible transportation services under this Rate Schedule shall be provided when and to the extent that Company determines that capacity is available in its existing facilities without detriment or disadvantage to Company's firm Shippers.

2.2 Company may interrupt service to any Shipper under this Rate Schedule at any time and without prior notice to the extent required to provide service to any firm Shipper under Rate Schedules FT-A or LMS. Interruption of service includes decreasing, suspending, or discontinuing either the receipt or delivery of gas. Interruption and the allocation of available interruptible capacity shall be in accordance with Section 3 of the General Terms and Conditions.

2.3 Company shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule. Further, Company shall not be required to provide any service that threatens the integrity of its system.

2.4 Company shall not be required to transport gas under this Rate Schedule when the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide such transportation service.

3. QUALIFICATION FOR SERVICE

3.1 All Shippers requesting new interruptible transportation service must qualify for service pursuant to Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

3. QUALIFICATION FOR SERVICE (Continued)

3.2 All Shippers requesting interruptible transportation service must execute an Interruptible Transportation Agreement in accordance with the provisions of Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff.

4. DELIVERIES AND RECEIPTS

4.1 Receipt Points

All receipt point(s) on Company's system covered by an Operational Balancing Agreement ("OBA") shall be available as receipt points for all gas transported by Company under this Rate Schedule.

4.2 Delivery Points

All delivery point(s) on Company's system covered by an OBA shall be available as delivery points for all gas transported by Company under this Rate Schedule.

4.3 OBA Coverage

A receipt or delivery point on Company's system shall be deemed to be covered by an OBA if the Balancing Party at such point has entered into such an OBA with Company in the form set forth in this Tariff or in a form acceptable to Company and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Company shall not refuse to receive gas at a receipt point(s) or deliver gas at a delivery point(s) due to the lack of an effective OBA at such point, provided that the Balancing Party at such point is exercising reasonable efforts to enter promptly into such an OBA with Company in the form set forth in this Tariff or in a form acceptable to Company.

4.4 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the receipt point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Company's system at such point(s). Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the delivery point(s).

4.5 Uniform Quantities

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

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates for service under this Rate Schedule are listed on the Statement of Rates of Company's FERC Gas Tariff; provided, however, that Company has the right at any time and from time to time to adjust the rates applicable to service under this Rate Schedule, including the component for fuel and losses, upon agreement with Shipper to any level not less than the Minimum or more than the Maximum Rates. In the event that Company makes such an adjustment, such adjusted rate shall apply solely to service at the receipt and/or delivery points agreed upon by Shipper and Company and shall be applicable solely for the period agreed upon by Shipper and Company.

In the event Company and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the transportation service, such rate will be set forth in the applicable Transportation Agreement.

5.2 Incidental Charges

In addition to the rates and charges pursuant to Subsection 5.1 of this Rate Schedule, Company shall charge Shipper an amount to reimburse Company 100 percent for any filing or similar fees, which have not been previously paid by Shipper, which Company incurs in establishing or rendering service. Company shall not use the amounts so collected (both costs and revenues) in establishing its general system rates.

5.3 Overrun Charge

If Shipper should on any Gas Day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an Operational Flow Order pursuant to Section 8 of the General Terms and Conditions, then such excess quantity shall constitute an unauthorized overrun quantity.

Shipper shall pay Company an unauthorized overrun charge equal to fifteen dollars ($15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Company may have against Shipper for Shipper's unauthorized overrun.

A Shipper, upon receiving the advanced approval by Company, should on any Gas Day take under this Rate Schedule a quantity of natural gas in excess of Shipper's TQ under Shipper's IT Transportation Agreement, then such excess quantity shall constitute authorized overrun quantities.

Shipper shall nominate authorized overrun quantities through Company's system. Authorized overrun quantities shall be requested on a separate transaction. [1.3.19/v1.0]

Shipper shall pay Company a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its IT Transportation Agreement pursuant to this Rate Schedule designed on a 100 percent load factor basis multiplied by the amount of the authorized overrun quantity, unless the parties mutually agree otherwise.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.4 Negotiated Rates

Notwithstanding any provision of Company's effective FERC Gas Tariff to the contrary, Company and Shipper may mutually agree in writing to a Negotiated Rate with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Company's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to or greater than the Maximum Rate; shall not be less than the Minimum Rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. The Maximum Rate shall be available to any Shipper that does not choose a Negotiated Rate. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Company or Shipper to violate FERC's policy with respect to negotiation of terms and conditions of service.

Such Negotiated Rate shall be set forth on an Exhibit of the executed Interruptible Transportation Agreement and listed on the Statement of Negotiated Rates in Company's FERC Gas Tariff.

If Company agrees to such Negotiated Rate(s), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Company. During such period, the Negotiated Rate shall govern and apply to the Shipper's services and the otherwise applicable rate, rate component, charge or credit which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. Only those rates, rate components, charges or credits identified by Company and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Company's Tariff shall remain in effect.

At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable Maximum Rates or charges shall govern the service provided to Shipper.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

5. RATES AND CHARGES (Continued)

5.4 Negotiated Rates (Continued)

Shippers paying a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of scheduling, curtailment and interruption, and calculating the economic value of a request.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule in accordance with Section 26 of the General Terms and Conditions.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Applicable Rates

The applicable rates as determined pursuant to Section 5 of this Rate Schedule multiplied by the quantity of natural gas actually delivered by Company to Shipper from each point of receipt to the corresponding point of delivery; and

(b) Other Charges

If applicable, any Incidental Charges and Overrun Charges pursuant to Subsections 5.2 and 5.3 of this Rate Schedule.

8. WAIVER

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

9. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE AOT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis by Company for any Shipper which

(a) received service under Rate Schedule AO or authorized overrun transportation service under Rate Schedule T-9 prior to November 1, 1992, provided that the quantity of service received by Shipper under this Rate Schedule shall not exceed the quantity of authorized overrun service received by Shipper under Rate Schedule AO or T-9; and

(b) has elected service under this Rate Schedule and has executed an AOT Transportation Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Interruptible transportation services under this Rate Schedule shall be provided when and to the extent that Company determines that capacity is available in its existing facilities without detriment or disadvantage to Company's firm Shippers.

2.2 Company may interrupt service to any Shipper under this Rate Schedule at any time and without prior notice to the extent required to provide service to any firm Shipper under Rate Schedules FT-A or LMS. Interruption of service includes decreasing, suspending, or discontinuing either the receipt or delivery of gas. Interruption and the allocation of available interruptible capacity shall be in accordance with Section 3 of the General Terms and Conditions.

2.3 Company shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule. Further, Company shall not be required to provide any service that threatens the integrity of its system.

2.4 Company shall not be required to transport gas under this Rate Schedule when the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide such transportation service unless the Shipper requesting such service provides at its own cost the additional quantity of gas required to operate such facilities.

3. QUALIFICATION FOR SERVICE

3.1 All Shippers requesting new interruptible transportation service must qualify for service pursuant to Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff.

RATE SCHEDULE AOT
INTERRUPTIBLE TRANSPORTATION SERVICE

3. QUALIFICATION FOR SERVICE (Continued)

3.2 All Shippers requesting interruptible transportation service must execute an AOT Transportation Agreement in accordance with the provisions of Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff.

4. DELIVERIES AND RECEIPTS

4.1 Receipt Points

All receipt point(s) on Company's system covered by an Operational Balancing Agreement (OBA) shall be available as receipt points for all gas transported by Company under this Rate Schedule.

4.2 Delivery Points

All delivery point(s) on Company's system covered by an OBA shall be available as delivery points for all gas transported by Company under this Rate Schedule.

4.3 OBA Coverage

A receipt or delivery point on Company's system shall be deemed to be covered by an OBA if the Balancing Party at such point has entered into such an OBA with Company in the form set forth in this Tariff and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Company shall not refuse to receive gas at a receipt point(s) or deliver gas at a delivery point(s) due to the lack of an effective OBA at such point, provided that the Balancing Party at such point is exercising reasonable efforts to enter promptly into such an OBA with Company in the form set forth in this Tariff or in a form acceptable to Company.

4.4 Pressures

Shipper shall deliver gas to Company at the pressure required from time to time to enable the gas to enter Company's facilities at the receipt point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Company's system at such point(s). Company shall deliver gas to Shipper or Shipper's designee at Company's line pressure existing at the delivery point(s).

4.5 Uniform Quantities

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

RATE SCHEDULE AOT
INTERRUPTIBLE TRANSPORTATION SERVICE

5. RATES AND CHARGES

5.1 Applicable Rates and Charges

The rates for service under this Rate Schedule are listed on the Statement of Rates of Company's FERC Gas Tariff; provided, however, that Company has the right at any time and from time to time to adjust the rates applicable to service under this Rate Schedule, including the component for fuel and losses, upon notice to Shipper to any level not less than the Minimum or more than the Maximum Rates. In the event that Company makes such an adjustment, such adjusted rate shall apply solely to service at the receipt and/or delivery points agreed upon by Shipper and Company and shall be applicable solely for the period agreed upon by Shipper and Company.

In the event Company and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the transportation service, such rate will be set forth in the applicable AOT Transportation Agreement. Company shall post on Company's Informational Posting site the required reports of any adjustment below the Maximum Rates for service under this Rate Schedule.

5.2 Incidental Charges

In addition to the rates and charges pursuant to Subsection 5.1 of this Rate Schedule, Company shall charge Shipper an amount to reimburse Company 100 percent for any filing or similar fees, which have not been previously paid by Shipper, which Company incurs in establishing or rendering service. Company shall not use the amounts so collected (both costs and revenues) in establishing its general system rates.

5.3 Overrun Charge

If Shipper should on any Gas Day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an Operational Flow Order pursuant to Section 8 of the General Terms and Conditions, then such excess quantity shall constitute an unauthorized overrun quantity.

Shipper shall pay Company an unauthorized overrun charge equal to fifteen dollars ($15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Company may have against Shipper for Shipper's unauthorized overrun.

If Shipper, upon receiving the advanced approval by Company, should on any Gas Day take under this Rate Schedule a quantity of natural gas in excess of Shipper's TQ under Shipper's AOT Transportation Agreement, then such excess quantity shall constitute authorized overrun quantities.

Shipper shall nominate authorized overrun quantities through Company's system. Authorized overrun quantities shall be requested on a separate transaction. [1.3.19/v1.0]

Shipper shall pay Company a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its AOT Transportation Agreement pursuant to this Rate Schedule designed on a 100 percent load factor basis multiplied by the amount of the authorized overrun quantity, unless the parties mutually agree otherwise.

RATE SCHEDULE AOT
INTERRUPTIBLE TRANSPORTATION SERVICE

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule in accordance with Section 26 of the General Terms and Conditions.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Applicable Rates

The applicable rates as determined pursuant to Subsection 5.1 of this Rate Schedule multiplied by the quantity of natural gas actually delivered by Company to Shipper from each point of receipt to the corresponding point of delivery; and

(b) Other Charges

If applicable, any Incidental Charges and Overrun Charges pursuant to Subsections 5.2 and 5.3 of this Rate Schedule.

8. WAIVER

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

9. GENERAL TERMS AND CONDITIONS

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

Fourth Revised Sheet No. 30 Fourth Revised Sheet No. 30 : Effective
Superseding: Second Revised Sheet No. 30

Sheet No. 30 is being reserved for future use.

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

1. AVAILABILITY

(a) Company shall provide a monthly balancing service to any person (herein referred to as "Balancing Party") who has executed an Operational Balancing Agreement ("OBA") in the form set forth on Company's Web Site (www.vgt.oneokpartners.com) under Customer Activities. An OBA will be available to:

(i) the Balancing Party at a receipt point(s) on Company's system;

(ii) the Balancing Party at a delivery point(s) on Company's system;

(iii) a pipeline whose facilities interconnect with Company's system; provided, however, that this Rate Schedule shall not be applicable to a pipeline who entered into an OBA with Company prior to November 1, 1993 for so long as such agreement is in effect.

(iv) a market aggregator who has obtained agency agreements from delivery point Balancing Party that impose responsibility on aggregator for all scheduling and balancing at stated delivery points and that provide authority and ability to aggregator to change physical flows at stated delivery points upon notice from the pipeline to the aggregator.

(b) Subject to Section 6 of this Rate Schedule, Company shall provide a Daily Demand Service with respect to swings in excess of the 5 percent daily variance described in Section 4 of this Rate Schedule to Shippers which operate delivery point(s) and have executed an OBA specifying a daily demand quantity (DDQ) for swing service at specified delivery points, provided that the DDQ requested by a Shipper may not exceed the lesser of (a) 10,000 Dth, or (b) 100 percent of the Maximum Daily Quantity provided at each delivery point under a Shipper's Firm Transportation Agreement.

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

1. AVAILABILITY (Continued)

Daily Demand Service shall also be available on a pro rata basis to other delivery point Balancing Parties not qualifying under Subsection 1(b)(i) of this Rate Schedule to the extent Company determines that there is additional capacity available for the service and that there will be no impairment of firm services.

2. APPLICABILITY

The terms, conditions and charges set forth in this Rate Schedule governing daily variances and monthly balancing shall apply to all gas flowing through meters covered by an OBA. A receipt point OBA may include all receipt points within a rate zone controlled by a single Balancing Party. A delivery point OBA may include all delivery points within a rate zone controlled by a single Balancing Party. A market aggregator OBA may include all delivery points located in the same rate zone of the quantities to be scheduled.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

A Balancing Party will confirm nominations of the quantities to be scheduled at receipt or delivery points, as applicable. Such nominations shall provide a rank ordering of the markets to be served by gas quantities nominated at the receipt point. The Balancing Party will notify Shipper and Company, within two hours of any change in the nomination by an affected Shipper to confirm nominations scheduled for delivery.

Company agrees to perform as Balancing Party on other pipelines' systems at its existing points of interconnection with other pipelines to the extent necessary and agreed to by the other pipelines. To the extent Company incurs any imbalance or cash-out charges or any penalties or other liabilities on such other pipelines, all such expenditures shall be borne by Balancing Parties on Company's system in relation to the share of each Balancing Party's firm deliveries related to such other pipelines.

4. DAILY VARIANCES

(a) The daily variance for a receipt point OBA shall be the difference between the total quantities scheduled for receipt at that point by confirmed nominations and the actual quantity delivered into Company's system at that point on any Gas Day. The daily variance for a delivery point OBA shall be the difference between the total quantities scheduled for delivery at that point by confirmed nomination and the actual quantity of gas delivered by Company at such point on any Gas Day.

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

4. DAILY VARIANCES (Continued)

(b) A Balancing Party electing Daily Demand Service shall pay the daily overrun charges for that portion of a daily variance that exceeds 5 percent of the scheduled quantities plus the DDQ specified in its OBA. A Balancing Party electing Daily Demand Service may also be subject to an unauthorized overrun charge for quantities outside of the daily limitation as set forth in Section 29 of the General Terms and Conditions. A Balancing Party electing Daily Demand Service that is a Consenting Party under the terms and conditions of the Docket No. RP02-132-000 Stipulation and Agreement shall pay the Daily Overrun Rate set forth in the Statement of Rates for that portion of a daily variance that exceeds the greater of 500 Dth or 5 percent of the scheduled quantities plus the DDQ specified in its OBA.

(c) A Balancing Party not electing Daily Demand Service shall pay daily overrun charges for that portion of a daily variance that exceeds 5 percent of the scheduled quantities. A Balancing Party may also be subject to an unauthorized overrun charge for quantities outside of the daily limitation as set forth in Section 29 of the General Terms and Conditions. A Balancing Party not electing Daily Demand Service that is a Consenting Party under the terms and conditions of the Docket No. RP02-132-000 Stipulation and Agreement shall pay the Daily Overrun Rate set forth in the Statement of Rates for that portion of a daily variance that exceeds the greater of 500 Dth or 5 percent of the scheduled quantities.

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

(e) Section 27 of the General Terms and Conditions shall apply to Rate Schedule LMS Service. Adjustments under Section 27 shall be listed on the Statement of Rates in Company's FERC Gas Tariff.

5. MONTHLY IMBALANCES

(a) Monthly Imbalance Trading

(i) Availability

Monthly Imbalance Trading shall be available to any non-interstate pipeline, market aggregator, receipt point Balancing Party, delivery point Balancing Party or its designated agent. Monthly Imbalance Trading shall mean the trading of the monthly imbalances between two such Balancing Parties for the month in which the imbalances occurred.

RATE SCHEDULE LMS (Continued)

(ii) Operational Impact Area

Operational Impact Area is the largest possible area on Transporter's system in which imbalances have a similar operational effect and within which the Operator can trade imbalances without incurring any charges for Transportation Service, except for any fuel and losses resulting from the trade. On Transporter's system there are two (2) Operational Impact Areas corresponding to the two (2) rate zones on the system.

(iii) Posting of Imbalances for Trade

The Operator may notify Transporter either electronically or in writing that it wishes its imbalances to be posted on Transporter's Web Site as being available for trading. The Operator shall communicate to Transporter: the quantity available for trading; the area where the imbalance is located; a contact name, phone number, and e-mail address; and any special conditions. Authorization to post imbalances received by Transporter by 11:45 a.m. (CCT) shall be posted by 8:00 a.m. (CCT) on the following day.

The Operator may also notify Transporter to post automatically the Operator's imbalances on Transporter's Web Site. The Operator shall communicate to Transporter: a contact name, phone number, and e-mail address and any special conditions. Transporter shall continue to post imbalances for trading until subsequent notice is received by Transporter to discontinue such posting.

(iv) Trading of Imbalances

After a trade has been negotiated between Operators, one Operator (the Initiating Trader) shall notify Transporter electronically or in writing of its request to trade imbalances with another Operator (the Confirming Trader).

In the form prescribed by Transporter, the Initiating Trader must communicate to Transporter: the parties to the trade; contact names, phone numbers, and e-mail addresses; volume and zone location of the imbalances to be traded; and the direction of the imbalance trade.

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

5. MONTHLY IMBALANCES (Continued)

(ii) Operational Impact Area

Operational Impact Area is the largest possible area on Company's system in which imbalances have a similar operational effect and within which the Balancing Party can trade imbalances without incurring any charges for Transportation Service, except for any fuel and losses resulting from the trade. On Company's system there are two (2) Operational Impact Areas corresponding to the two (2) rate zones on the system.

(iii) Posting of Imbalances for Trade

The Balancing Party may notify Company either electronically or in writing that it wishes its imbalances to be posted on Company's Web Site as being available for trading. The Balancing Party shall communicate to Company the quantity available for trading; the area where the imbalance is located; a contact name, phone number, and e-mail address; and any special conditions. Authorization to post imbalances received by Company by 11:45 a.m. (CCT) shall be posted by 8:00 a.m. (CCT) on the following Gas Day.

The Balancing Party may also notify Company to post automatically the Balancing Party's imbalances on Company's Web Site. The Balancing Party shall communicate to Company a contact name, phone number, and e-mail address and any special conditions. Company shall continue to post imbalances for trading until subsequent notice is received by Company to discontinue such posting.

(iv) Trading of Imbalances

After a trade has been negotiated between Balancing Parties, one Balancing Party (the Initiating Trader) shall notify Company electronically or in writing of its request to trade imbalances with another Balancing Party (the Confirming Trader).

In the form prescribed by Company, the Initiating Trader must communicate to Company the parties to the trade; contact names, phone numbers, and e-mail addresses; quantity and zone location of the imbalances to be traded; and the direction of the imbalance trade.

RATE SCHEDULE LMS (Continued)

Before Transporter shall facilitate the imbalance trade, the Confirming Trader must verify the terms of the trade and, in the form prescribed by Transporter, notify Transporter of its acceptance of such terms.

Transporter shall notify both the Initiating Trader and the Confirming Trader of Transporter's acceptance of the imbalance trade no later than noon (CCT) on the first business day after the Confirming Trader has notified Transporter of its acceptance of the terms of the trade.

Any imbalance trade must be requested and confirmed by no later than the fifth business day after the end of the month in which the imbalances occurred.

Imbalance trades may only be withdrawn by the Initiating Trader and only prior to the acceptance of the trade by the Confirming Trader. Imbalance trades are considered final when the Transporter is notified of the Confirming Trader's acceptance of the terms of the trade and the trade is effectuated by Transporter.

Transporter shall permit imbalance trades to the extent operationally feasible. Imbalance trades within an Operational Impact Area shall be facilitated at no cost, except the Initiating Trader shall pay for any fuel and losses resulting from the trade. In the event that the Operators desire to trade imbalances across Operational Impact Areas, the Initiating Trader shall also be subject to any and all charges for transportation service across the Operational Impact Areas. For any trade effectuated by Transporter, each party to the trade shall pay Transporter a transaction service charge of $100.00.

Transporter shall reflect the imbalance trade in the month in which it occured on that month's Imbalance Statement for both parties to the trade.

(b) Operator's monthly imbalance shall reflect the net total of daily variances from all points covered by the OBA and any imbalance trades implemented under section 6(a) above. Unless Transporter and Operator mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Transporter and Operator shall "cash out" any imbalance between scheduled nominations at receipt points covered by a receipt point OBA and between deliveries and scheduled nominations at delivery points covered by a delivery point OBA. Transporter shall divide the monthly imbalance by the sum of the scheduled nominations for all days of the month for all points covered by the OBA to determine the monthly imbalance to be cashed out as set forth below:

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

5. MONTHLY IMBALANCES (Continued)

Before Company shall facilitate the imbalance trade, the Confirming Trader must verify the terms of the trade and, in the form prescribed by Company, notify Company of its acceptance of such terms.

Company shall notify both the Initiating Trader and the Confirming Trader of Company's acceptance of the imbalance trade no later than noon (CCT) on the first Business Day after the Confirming Trader has notified Company of its acceptance of the terms of the trade.

Any imbalance trade must be requested and confirmed by no later than the fifth Business Day after the end of the month in which the imbalances occurred.

Imbalance trades may only be withdrawn by the Initiating Trader and only prior to the acceptance of the trade by the Confirming Trader. Imbalance trades are considered final when the Company is notified of the Confirming Trader's acceptance of the terms of the trade and the trade is effectuated by Company.

Company shall permit imbalance trades to the extent operationally feasible. Imbalance trades shall be facilitated at no cost, except the Initiating Trader shall pay for any fuel and losses resulting from the trade.

Company shall reflect the imbalance trade in the month in which it occurred on that month's Imbalance Statement for both parties to the trade.

(b) Imbalance Cash Out

Balancing Party's monthly imbalance shall reflect the net total of daily variances from all points covered by the OBA and any imbalance trades implemented under Subsection 5(a) of this Rate Schedule. Unless Company and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Company and Balancing Party shall "cash out" any imbalance between scheduled nominations at receipt points covered by a receipt point OBA and between deliveries and scheduled nominations at delivery points covered by a delivery point OBA. Company shall divide the monthly imbalance by the sum of the scheduled nominations for all Gas Days of the month for all points covered by the OBA to determine the monthly imbalance to be cashed out as set forth below:

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

5. MONTHLY IMBALANCES (Continued)

(i) Receipt Point OBA

If the monthly imbalance is due to an excess of receipts relative to scheduled nominations, Company shall pay Balancing Party in accordance with Schedule A below. If the monthly imbalance is due to a deficiency in receipts relative to scheduled nominations, Balancing Party shall pay Company in accordance with Schedule B below. A monthly imbalance that is less than 1000 Dths shall be cashed out at the 0-5 percentage level in accordance with the applicable Schedule A or Schedule B below, regardless of the monthly imbalance percentage.

(ii) Delivery Point OBA

If the monthly imbalance is due to an excess of deliveries relative to scheduled nominations, Balancing Party shall pay Company in accordance with Schedule B below. If the monthly imbalance is due to a deficiency of deliveries relative to scheduled nominations, Company shall pay Balancing Party in accordance with Schedule A below. A monthly imbalance that is less than 1000 Dths shall be cashed out at the 0-5 percentage level in accordance with the applicable Schedule A or Schedule B below, regardless of the monthly imbalance percentage. In addition to correcting the monthly imbalance in cash, (a) Balancing Party shall pay to Company the "Transportation Component" if deliveries are greater than scheduled nominations, or (b) Company shall pay to Balancing Party the "Transportation Component" if deliveries are less than scheduled nominations. The "Transportation Component" shall be equal to the Commodity Rate under the applicable rate schedule for transportation to the applicable zone multiplied by the monthly imbalance, plus any applicable fuel and use charges.

Schedule A

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

Schedule B

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

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

5. MONTHLY IMBALANCES (Continued)

The Index Price shall be determined on a weekly and monthly basis. Each Weekly Index Price shall equal the price of gas delivered to Company at Emerson, Manitoba as published in the "Weekly Price Survey" of Gas Daily for such week. The Weekly Index Price will be posted on Company's System a reasonable time after receipt of Gas Daily's "Weekly Price Survey". For purposes of determining the cash out of imbalances in accordance with Schedules A and B herein, the "Average Monthly Index Price" shall be the average of the Weekly Index Prices determined during a given month.

If none of the Gas Daily "Weekly Price Surveys" for a given month include a price for gas delivered to Company at Emerson, Manitoba ("Weekly Emerson Price"), the "Average Monthly Price Index" for such month shall be the average of the last Weekly Emerson Price published by Gas Daily preceding that month and the first Weekly Emerson Price published by Gas Daily following that month.

If Gas Daily's "Weekly Price Survey" is no longer published, Company and parties to OBAs shall meet to undertake to agree upon alternative spot price indices.

A delivery point Balancing Party or market aggregator which has OBAs in more than one rate zone may net the monthly imbalances between such OBAs; provided however, that such Balancing Party or market aggregator shall pay to Company a charge equal to the difference between the applicable daily reservation rates applied to any excess quantities delivered in a downstream rate zone which are netted against quantities not delivered in an upstream rate zone.

The amounts due hereunder shall be paid in accordance with Sections 5 and 6 of the General Terms and Conditions of Company's FERC Gas Tariff; provided that Company shall have the right, but not the obligation, to delay invoicing for such matters until the fifteenth (15th) day of the second month following the month of delivery.

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

5. MONTHLY IMBALANCES (Continued)

(c) Access to Information

Upon request, and to the extent Company has electronic measurement information available to it, Company will make available within one Business Day the best information it has concerning the total physical deliveries at applicable receipt and delivery points. Company will also make available by electronic means the best information it has concerning the scheduled and allocated receipts and deliveries at all of Balancing Party's receipt and delivery points by the end of the third Business Day after each Gas Day. This information will include electronic gas measurement data at meters where such data is utilized for billing purposes (Electronic Data). Company will designate the points where Electronic Data is available. Balancing Parties will be entitled to rely on the Electronic Data for purposes of correcting imbalances during the month. Balancing Parties will not be entitled to rely on the data from other receipt or delivery points for purposes of correcting imbalances during the month and will be responsible for verifying the actual receipts and deliveries at receipt and delivery points where no Electronic Data is available. Imbalances will be cashed-out on the basis of actual receipts and deliveries and scheduled nominations; provided that the penalty level associated with imbalances that are associated with receipt or delivery points where Electronic Data is available will be based upon the lesser of (1) the monthly imbalance reported by Company for the last day of the month based upon the Electronic Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations; provided, however, that if the monthly imbalance reported by Company for the 20th day of the calendar month based upon Electronic Data is subsequently adjusted during the remainder of the month and (1) such adjustment materially increases the level of the imbalance and (2) Balancing Party did not have adequate time to correct the imbalance by adjusting nominations, receipts or deliveries, then the penalty level associated with imbalances at points where Electronic Data is available will be based upon the lesser of (a) the imbalance reported on the 20th day of the calendar month plus the imbalance reported for each subsequent day in the calendar month, or (b) the monthly imbalance based upon actual deliveries at such points to the extent that applicable OBA documents the situation. Notwithstanding anything to the contrary, if the Electronic Data at any point is inaccurate, through no fault of Company, but rather as the result of the action or inaction of third parties, then the penalty level associated with monthly imbalances occurring at such points will be based upon the Electronic Data, unless Company also incurs penalties, in which event the penalties to Shipper will be determined based upon actual deliveries.

(d) Any imbalances caused by an event as set forth in Section 10 of the General Terms and Conditions or caused by Company's actions (1) will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and (2) will be cashed out at the 0-5 percentage tolerance level, as set forth in Section 5 of this Rate Schedule.

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

5. MONTHLY IMBALANCES (Continued)

(e) Operational Integrity

Nothing in this Section 5 shall limit Company's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system or the ability of Company to transport quantities scheduled by any Shipper.

6. CONDITIONS AND LIMITATIONS APPLICABLE TO DAILY DEMAND SERVICE

(a) The availability of Daily Demand Service shall be subject to the following conditions:

(i) the maintenance by Company at all times of a quantity of line pack sufficient to ensure the delivery of all nominated firm quantities, such quantity to be determined by Company after taking into account the operational and other requirements existing from time to time on its system; and

(ii) the execution by each Shipper receiving Daily Demand Service of a gas supply contract that obligates the gas supplier to deliver at such Shipper's Primary Receipt Point(s), on a firm basis and within the time period and at the hourly rate specified in an Operational Flow Order, a quantity of gas during any Gas Day at least equal to such Shipper's level of Daily Demand Service; and

(iii) the designation by each Shipper receiving Daily Demand Service of an agent, employee, department or group with the authority to (a) control the nomination of quantities under each of the gas supply contracts entered into by such Shipper described in Subsection 6(a)(ii) of this Rate Schedule, and (b) implement Operational Flow Orders with respect to such Shipper. Shipper's designee shall be available during all hours of the Gas Day to control such nominations and implement Operational Flow Orders.

(iv) the full compliance by Shipper's designees and by all Shippers not receiving Daily Demand Service with the terms of any Operational Flow Orders; and

(v) the installation of any facilities necessary to electronically measure the receipt and delivery of natural gas at such points as determined by Company on its system.

(b) Each Shipper eligible for and electing to receive Daily Demand Service shall notify Company of the DDQ requested by such Shipper in accordance with the procedures established in Docket No. RS92-52. In no event shall a Shipper's DDQ exceed the lesser of (i) 10,000 Dth, or (ii) 100 percent of the level of firm sales or transportation service such Shipper received from Company as of October 31, 1991 under Rate Schedules CR-2, CRL-2, SR-2 or T-9.

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

6. CONDITIONS AND LIMITATIONS APPLICABLE TO DAILY DEMAND SERVICE (Continued)

(c) If, on any Gas Day, Company determines that the capacity of its system, or any portion thereof, including the points at which gas is tendered for transportation, is insufficient to satisfy all requirements for Daily Demand Service, or if any of the conditions set forth in Subsection 6(a) of this Rate Schedule are not satisfied in full, Company shall reduce the Daily Demand Service available to each Shipper pro rata on the basis of the Daily Demand Quantity of such Shipper; provided, however, that if the amount of Daily Demand Service is reduced due to the failure of a Shipper to comply with an Operational Flow Order, Company shall, to the extent practicable, first reduce the Daily Demand Service available to such Shipper prior to reducing the Daily Demand Service available to other Shippers.

(d) Nothing in Subsection 6(a) of this Rate Schedule shall limit the ability of a Shipper to contract with any gas supplier it desires, provided that Shipper agrees to the appointment of a Shipper's designee in accordance with Subsection 6(a)(iii) of this Rate Schedule.

7. DISPOSITION OF EXCESS GAS

Under the cash-out procedures of Section 5 of this Rate Schedule and in order to alleviate conditions that threaten the integrity of its system, Company may periodically acquire quantities of gas that are in excess of system needs. Company shall have the right to make interruptible sales of such excess gas from time to time at mainline receipt points on Company's system pursuant to the terms of the blanket certificate of public convenience and necessity granted to Company pursuant to 18 C.F.R. Section 284.284(6) and Order No. 636. Such sales shall be made under rates, terms and conditions mutually agreed upon between Company and the purchasers; provided, however, that all such sales shall be fully interruptible and shall be curtailed pro rata without regard to transportation arrangements made by purchasers.

8. APPLICABLE RATES

The rates for service under this Rate Schedule, when applicable, are the applicable Maximum Rates listed on the Statement of Rates in Company's FERC Gas Tariff.

9. WAIVER

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

10. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE PAL
PARK AND LOAN SERVICES

1. AVAILABILITY

This Rate Schedule is available for the parking and loaning (PAL) of natural gas on an interruptible basis by Company for any Buyer which has executed a Gas Park and Loan Agreement ("PAL Agreement") for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

PAL services under this Rate Schedule shall be provided when and to the extent that Company determines that it may provide PAL services without detriment or disadvantage to Company's firm Shippers. Company may interrupt service to any Buyer under this Rate Schedule at any time and without prior notice to the extent required to provide service to any firm Shipper under Rate Schedules FT-A or LMS or any interruptible Shipper under Rate Schedule IT or Rate Schedule AOT.

Company shall provide PAL service for a minimum of one (1) Gas Day. The term and quantity(ies) of each PAL Agreement shall be set forth in the effective Exhibit A of an executed PAL Agreement. PAL transactions shall occur at a PAL Point mutually agreed upon by Company and Buyer. 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.

A PAL Point shall mean a logical or "paper" point at which Company is authorized to receive and hold on behalf of Buyer or advance to Buyer a quantity of gas nominated by Buyer pursuant to the PAL service of Rate Schedule PAL. Company has established PAL Point to correspond to each physical receipt and delivery point on its system.

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

2.1.1 Park Service

Park Service is an interruptible service which provides for:

(a) Company's receipt of gas quantities that have been delivered by Buyer to a PAL Point on Company's system;

(b) Company holding the parked quantities on Company's system; and

(c) Company's return of parked quantities of gas to Buyer at the PAL Point where Buyer delivered the gas.

2.1.2 Loan Service

Loan Service is an interruptible service which provides for:

(a) Buyer's receipt of gas quantities from Company at a PAL Point on Company's system; and

(b) Buyer's return of the loaned gas quantities to Company at the PAL Point where Buyer received the gas.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Park and Loan (PAL) Service Options

2.2.1 Buyer Nominated Parking/Lending (NPL)

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

2.2.2 Buyer Requested Term Parking/Lending (RPL)

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

2.2.3 Company Offered Parking/Lending (OPL)

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

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

Bids for OPL service shall be considered only if Buyer has completed and submitted to Company an amendment to Exhibit A of its PAL Agreement reflecting the selection of OPL service.

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

Company shall execute 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.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

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

2.2.4 Buyer Authorized Automatic Parking/Lending (APL)

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

2.2.5 For all options listed in Subsections 2.2.1 through 2.2.4 above, service under this Rate Schedule shall be subject to confirmation by Company prior to being scheduled.

2.3 Services under this Rate Schedule shall be made available on a first-come, first-served basis, to any Buyer willing and able to pay Maximum Rates or such other rate mutually agreed upon by Company and Buyer, subject to all applicable provisions of the General Terms and Conditions of this Tariff.

2.4 Company shall not be required to install, operate or maintain any additional facilities in order to provide services under this Rate Schedule. Further, Company shall not provide any service that threatens the integrity of its system.

3. QUALIFICATIONS FOR SERVICE

3.1 All Buyers requesting new PAL service must qualify for service pursuant to Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff.

3.2 All Buyers requesting PAL service must execute a PAL Agreement in accordance with the provisions of Section 22 of the General Terms and Conditions of Company's FERC Gas Tariff.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES

3. QUALIFICATIONS FOR SERVICE (Continued)

3.3 In addition to the information provided in the PAL Agreement, Buyer also shall provide the following information to Company with its initial request for service:

3.3.1 Certification - Certification from Buyer that:

(a) Buyer shall warrant for itself, its successors and assigns, that it shall at the time of delivery to Company have title to all gas free and clear of all liens, encumbrances, and claims whatsoever. Buyer shall indemnify Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any or all persons or parties to said gas, including claims for royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Company under this Rate Schedule; and

(b) it has entered into all necessary arrangements to assure that upstream and downstream transportation, if any, shall be in place prior to the commencement of a PAL service option on Company.

3.3.2 Credit information - Buyer shall furnish credit information as prescribed in Section 22 of the General Terms and Conditions.

4. NOMINATIONS AND SCHEDULING

4.1 Buyer shall nominate PAL services under this Rate Schedule in accordance with the nomination deadlines set forth in Section 3 of the General Terms and Conditions of this Tariff. Buyer shall nominate the agreed upon park or loan quantities at the PAL Point. Such nominated quantities shall be subject to confirmation by Company. The confirmed quantity shall be deemed the scheduled quantity.

4.2 PAL services shall be provided on an interruptible basis. Interruption of PAL services may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of gas if Company in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to maintain system integrity or when a higher priority service so requires.

4.3 If, on any Gas Day, Buyer nominates quantities of gas to be withdrawn from or deposited into its PAL account, but Company is unable to schedule any of the quantities nominated, Company shall suspend the Park and/or Loan Service rate charges for that quantity not scheduled until Company is able to schedule the quantity nominated. Additionally, Company and Buyer may mutually agree to extend the agreed upon term for the amount of time that Company was unable to schedule the Park and/or Loan Service.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES

5. NOTIFICATION, ALLOCATIONS AND CURTAILMENT

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

5.2 Buyer may be required, upon notification from Company, to suspend or reduce deliveries for the agreed upon Park Service, or receipts for the agreed upon Loan Service. Further, Buyer may be required, upon notification from Company, to remove quantities of gas previously provided to Company under the Park Service, or return quantities of gas previously loaned to Buyer under the Loan Service. Such notification shall be by telephone and then by facsimile, e-mail or posting on the Company's Internet Web Site.

5.3 In the event Company notifies Buyer to remove or return quantities of gas pursuant to Subsection 5.2 of this Rate Schedule, 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 by which all Park Service quantities must be removed and/or Loan Service quantities must be returned be less than three (3) calendar 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. In the event Company is unable to schedule gas nominated by a Buyer in response to such notification, Company shall extend the time available for the Buyer to remove their parked quantities or return their loaned quantities by one Gas Day for every Gas Day that the Buyer is unable to schedule the removal or return of gas, respectively.

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

(i) Company's prevailing operations require Company to notify Buyer that deliveries 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 specific time frame; and/or

(iii) Subject to Section 2 herein, the PAL account reflects a balance at the termination date of the executed PAL Agreements.

If Company notifies Buyer that deliveries of parked quantities must be suspended or be reduced, only those quantities parked in violation of the notification shall become the property of Company at no cost to Company, free and clear of any adverse claims.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES

5. NOTIFICATION, ALLOCATIONS AND CURTAILMENT (Continued)

5.5 In the event any of the events listed below occur, loaned quantities shall be sold to Buyer at twice the highest weekly index price for gas at Emerson, Manitoba as set forth in Gas Daily's "Weekly Price Survey" for the month in which the PAL activity occurred; provided, however, that if none of Gas Daily's "Weekly Price Survey" for a given month include a price for gas delivered to Company at Emerson, Manitoba, the index price shall be the highest of: (1) the highest weekly index price for gas at Emerson, Manitoba, published in Gas Daily's "Weekly Price Survey" in the preceding month, or (2) the highest weekly index price for gas at Emerson, Manitoba, published in Gas Daily's "Weekly Price Survey" in the following month; provided, however, that if a weekly index price for gas at Emerson, Manitoba, is no longer published in Gas Daily's "Weekly Price Survey," Company shall identify on its Internet Web Site an alternative spot price index to be used:

(i) Company's prevailing operations require Company to notify Buyer that receipt of Buyer's loaned quantities must be suspended or be reduced, and Buyer continues to receive loaned quantities; and/or

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

(iii) Subject to Section 2 herein, the PAL account reflects a balance at the termination date of the executed PAL Agreement.

If Company notifies Buyer that receipt 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 twice the highest weekly index price as set forth in this Subsection.

6. RATES AND CHARGES

6.1 Applicable Rates

The rates for service under this Rate Schedule are the applicable maximum and minimum daily unit rates shown on the effective Statement of Rates of Company's FERC Gas Tariff; provided, however, that Company has the right at any time and from time to time to adjust the rates applicable to service under this Rate Schedule upon agreement with Buyer to any level not less than the Minimum or more than the Maximum Rates. In the event that Company makes such an adjustment, such adjusted rate shall apply solely to service at the receipt and/or delivery points agreed upon by Buyer and Company and shall be applicable solely for the period agreed upon by Buyer and Company.

Buyer shall pay the Maximum Rate for service under this Rate Schedule unless Company and Buyer mutually agree to a different rate. By mutual agreement between Company and Buyer, discounts may be limited consistent with the provisions of Article 3 of the pro forma agreement applicable to this Rate Schedule PAL.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES

6. RATES AND CHARGES (Continued)

6.1 Applicable Rates (Continued)

The monthly charges for PAL services shall be the product of the quantities of gas in Buyer's PAL account for each separate transaction and the maximum or mutually agreed upon rate for each day service is tendered by Company. Charges shall commence on the first day of the agreed upon transaction and continue until Buyer's account balance reaches zero or until the last day of the agreed upon term as set forth in the Exhibit A of the executed PAL Agreement, whichever comes first.

6.2 Incidental Charges

In addition to the rates and charges pursuant to Subsection 6.1 of this Rate Schedule, Company shall charge Buyer an amount to reimburse Company 100 percent for any filing or similar fees, which have not been previously paid by Buyer, which Company incurs in establishing or rendering service. Company shall not use the amounts so collected (both costs and revenues) in establishing its general system rates.

6.3 Negotiated Rates

Notwithstanding any provision of Company's effective FERC Gas Tariff to the contrary, Company and Buyer may mutually agree in writing to a Negotiated Rate with respect to rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Company's effective FERC Gas Tariff. The Negotiated Rate may be less than, equal to or greater than the Maximum Rate; shall not be less than the Minimum Rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity. The Maximum Rate shall be available to any Buyer that does not choose a Negotiated Rate. Nothing in the provisions governing Negotiated Rate Agreements shall authorize Company or Buyer to violate FERC's policy with respect to negotiation of terms and conditions of service.

Such Negotiated Rate shall be set forth on an Exhibit of the executed PAL Agreement and on the Negotiated Rates sheet of the Tariff.

If Company agrees to such Negotiated Rate(s), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Company. During such period, the Negotiated Rate shall govern and apply to the Buyer's services and the otherwise applicable rate, rate component, charge or credit which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Buyer.

RATE SCHEDULE PAL
PARK AND LOAN SERVICES

6. RATES AND CHARGES (Continued)

6.3 Negotiated Rates (Continued)

Only those rates, rate components, charges or credits identified by Company and Buyer in writing as being superseded by a Negotiated Rate shall be in effect during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by this Rate Schedule or Company's Tariff shall remain in effect.

At the end of the period during which the Negotiated Rate is in effect, the otherwise applicable Maximum Rates or charges shall govern the service provided to Buyer.

Buyers paying a Negotiated Rate which exceeds the Maximum Rate shall be considered to be paying the Maximum Rate for purposes of scheduling, curtailment and interruption, and for calculating the economic value.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

(a) Applicable Rates

The applicable rates as determined pursuant to Subsection 6.1 of this Rate Schedule multiplied by the total quantity of natural gas parked and/or loaned in accordance with the effective Exhibit A of Buyer's PAL Agreement; and

(b) Other Charges

If applicable, any other charges including Incidental Charges pursuant to Subsection 6.2 of this Rate Schedule.

8. WAIVER

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

9. GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

- The term "Agreement" shall mean an executed agreement, including Transportation Agreement, for service under any of Company's existing rate schedules.
- The terms "Balancing Party" or "Balancing Parties" shall mean person(s) or entity(s) who have executed an OBA in the form set forth on Company's Web Site (www.vgt.oneokpartners.com) under Customer Activities or in a form acceptable to Company and who satisfy the requirements of Subsection 1(a) of Rate Schedule LMS.
- The term "British thermal unit" or "Btu" shall mean the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at the standard pressure of 14.73 dry psia at 60 degrees Fahrenheit. [2.3.9/v1.3]
- 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. [3.2.1]
- The term "Category 1 Rates" shall mean those rates shown on the applicable Rate Sheet of this Tariff applicable to Firm Transportation Agreements under Rate Schedule FT-A with a term of less than three (3) years.
- The term "Category 2 Rates" shall mean those rates shown on the applicable Rate Sheet of this Tariff applicable to Firm Transportation Agreements under Rate Schedule FT-A with a term of three (3) years to less than five (5) years.
- The term "Category 3 Rates" shall mean those rates shown on the applicable Rate Sheet of this Tariff applicable to Firm Transportation Agreements under Rate Schedule FT-A with a term of five (5) years or more.
- The term "Company" shall mean Viking Gas Transmission Company, a "Service Provider" pursuant to NAESB WGQ Standards.
- The term "cubic foot" shall mean the quantity of gas that occupies one (1) cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of .33 pounds per square inch above an assumed atmospheric pressure of 14.44 pounds per square inch (14.73 pounds per square inch absolute).
- The term "Customer" shall be defined as any person, including Shipper, who has executed an agreement with Company under any of Company's rate schedules contained in this Tariff.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

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

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

- The term "FERC" shall mean the Federal Energy Regulatory Commission, or any successors thereto.

- The term "Gas Day" shall mean a period of twenty-four consecutive hours beginning and ending at 9:00 a.m. Central Clock Time (CCT). The reference date for any Gas Day shall be the date of the beginning of such Gas Day. [1.3.1]

- The terms "Internet Web Site" or "System" shall mean Company's computer information and scheduling system, accessed through Company's Interactive Internet Web Site or through Electronic Data Interchange.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

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

- The term "month" shall mean the period from 9:00 a.m. CCT on the first day of the calendar month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar month.

- The terms "Operational Balancing Agreement" or "OBA" shall mean the contract between Company and Balancing Party which specifies the procedures to manage operating variances at an interconnect. Company shall use the NAESB WGQ Model OBA whenever possible. Company shall enter into an OBA at all pipeline-to-pipeline (interstate and intrastate) interconnects. 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. [2.2.1/v1.1][6.5.2/v1.4] [2.3.29/v1.3]

- The term "Operational Flow Order" (OFO) shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the Transportation Service Provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order. Company shall attempt to minimize the use of OFOs 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 OFOs, 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]

- Primary Path - Unless otherwise agreed to in writing by the Shipper and Company, a Primary Path shall be deemed to extend from the Primary Receipt Point designated in the Firm Transportation Agreement to the Primary Delivery Point designated in the Firm Transportation Agreement. In the event of multiple Primary Receipt Points and/or Primary Delivery Points, the Primary Path(s) shall be determined by allocating the MDQ designated for each Primary Receipt Point in the Firm Transportation Agreement on a pro rata basis to each Primary Delivery Point designated in the Firm Transportation Agreement; provided however, that in no event can the Primary Path capacity extending from a Primary Receipt Point to a Primary Delivery Point exceed the MDQ at either that Primary Receipt Point(s) or that Primary Delivery Point(s) as was designated in the Firm Transportation Agreement for that specific point.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Continued)

- The term "quantity", where used herein, shall mean the number of Mcf adjusted for heat content (in Btus or Dths). The standard quantity for nominations, confirmation and scheduling is Dths per Gas Day in the United States, gigajoules per Gas Day in Canada, and gigacalories per Gas Day in Mexico. (For reference 1 Dth = 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 Dths and gigajoules is 1.055056 gigajoules per Dth and between Dths and gigacalories is 0.251996 gigacalories per Dth. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units. [1.3.14/v1.3]

- The term "Shipper" shall mean any transportation customer of Company.

- The term "Summer Season" shall refer to the months of April through October.

- The terms "System" or "Internet Web Site" shall mean Company's computer information and scheduling system, accessed through Company's interactive Internet Web Site or through Electronic Data Interchange.

- The term "Title Transfer Tracking Service Provider (TTTSP) shall be a party conducting title transfer activity. [1.2.16/v1.5]

- The term "Total Heating Value", when applied to a cubic foot of gas, shall mean the number of Btu's produced by the complete combustion with air, at constant pressure, of one anhydrous (dry) cubic foot of gas under a pressure of 14.73 psia and a temperature of 60 degrees Fahrenheit when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state, as determined under Subsection 2.1 of the General Terms and Conditions.

- The term "Transportation Agreement" shall mean an executed transportation service agreement in the form set forth in this Tariff pursuant to Rate Schedule(s) FT-A, IT and/or AOT.

- The term "Transportation Service" shall include transportation, exchange or backhaul service.

- The term "Transportation Quantity" or "TQ" shall mean the sum of the MDQs in Dths of gas as specified for the Primary Delivery Points on Exhibit A of the Firm Transportation Agreement and shall mean the quantity of natural gas specified on Exhibit A of the IT Agreement which Company agrees to transport and deliver, subject to Article 2 of the applicable Firm or Interruptible Transportation Agreement, for the account of Shipper on each Gas Day during the term hereof which shall be expressed in Dth per Gas Day.

- The term "Winter Season" shall refer to the months of November through March.

- The term "year" shall mean a period of 365 consecutive days beginning on the date natural gas is first delivered or is to be delivered under the Transportation Agreement, whichever is earlier, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.

GENERAL TERMS AND CONDITIONS

2. QUALITY

2.1 Gas Delivered by Company

The provisions set forth below shall apply to all gas delivered by Company under this Tariff.

(a) Heating Value

The natural gas shall have a Total Heating Value of not less than nine hundred and sixty-seven (967) British thermal units per cubic foot. Company may subject, or permit the subjection of, the natural gas to compression, cooling, cleaning and other processes and helium, natural gasoline, butane, propane, and any other hydrocarbons except methane may be removed prior to delivery to Shipper.

In the event that the Total Heating Value of gas, per cubic foot, falls below nine hundred and sixty-seven (967) (or above eleven hundred (1100) in the case of citygate deliveries) British thermal units per cubic foot, Shipper shall have the option to refuse to accept said gas so long as said Total Heating Value remains below nine hundred and sixty-seven (967) (or above eleven hundred (1100) in the case of citygate deliveries) British thermal units per cubic foot.

(b) Freedom from Objectionable Matter

The natural gas delivered by Company under this Tariff shall be commercially free (at prevailing pressure and temperature in Company's pipeline) from objectionable odors, dust, or other solid or liquid matters which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows.

(c) Hydrogen Sulphide

The gas shall not contain more than one (1) grain of hydrogen sulphide per one hundred (100) cubic feet.

(d) Failure to Conform to Specifications Against Objectionable Matter and Hydrogen Sulphide

If the gas offered for delivery by Company shall fail at any time to conform to any of the specifications set forth in Subsections 2.1(b) and (c) of these General Terms and Conditions, then Shipper shall notify Company of such deficiency and thereupon may at Shipper's option refuse to accept delivery pending correction by Company. Upon Company's failure promptly to remedy any deficiency in quality as specified, Shipper may accept delivery of such gas and may make changes necessary to bring such gas into conformity with such specifications, and Company may reimburse Shipper for any reasonable expense incurred by it in effecting such changes.

2.2 Gas Received by Company

Unless otherwise provided in the Transportation Agreement or applicable Rate Schedule, the provisions set forth below shall apply to all gas delivered to Company by Shipper.

GENERAL TERMS AND CONDITIONS

2. QUALITY (Continued)

2.2 Gas Received by Company (Continued)

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

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

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

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

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

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

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

2.3 Prior Approval of Gas Quality Facilities

The design and construction of any facilities to be installed by Shipper in order to comply with the quality specifications in Subsection 2.2 of these General Terms and Conditions shall be approved by Company prior to such facilities being placed in service, such approval not to be unreasonably withheld.

2.4 Gas Quality Testing

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

GENERAL TERMS AND CONDITIONS

2. QUALITY (Continued)

2.5 Refusal of Out of Quality Specification Gas

As to gas which fails to meet the quality specifications set out in Subsection 2.2 of these General Terms and Conditions, or, if applicable, the quality specifications set out in the Transportation Agreement or applicable Rate Schedule, Company shall have the right to refuse to accept delivery of such gas and in the event Shipper does not correct the quality deficiency within a reasonable period of time, Company may terminate all receipts under the Transportation Agreement involving the deficient gas.

2.6 Reimbursement of Equipment or Repair Costs

Notwithstanding the exercise by Company of the options in Subsection 2.5 above, Shipper shall use its best efforts to correct any quality deficiency in the gas tendered for transportation. Further, notwithstanding Company's election under Subsection 2.5 of these General Terms and Conditions, Shipper shall reimburse Company for all expenses incurred in repairing injuries to Company's facilities resulting from deliveries of gas which do not conform to the quality specifications set forth in Subsection 2.2 of these General Terms and Conditions.

Company shall have the right to collect from all Shippers delivering gas to Company at a common receipt point their pro rata share of the cost of any additional gas analysis and quality control equipment which Company, at its reasonable discretion, determines is required to be installed at such receipt point to monitor the quality of gas delivered. The collection shall be by means of an Incidental Charge.

2.7 Separation, Dehydration and Processing

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

GENERAL TERMS AND CONDITIONS

2. QUALITY (Continued)

2.8 Posting of Gas Quality Data

2.8.1 Required Posting

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

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

- Heating Value
- Hydrocarbon Components (% of C1 - Cnn)
- Specific Gravity
- Water
- Nitrogen
- Carbon Dioxide
- Oxygen
- Hydrogen
- Helium
- Total Sulfur
- Hydrogen Sulfide
- Carbonyl Sulfide
- Mercaptans
- Mercury and/or other contaminants being measured
- Other pertinent gas quality information that is specified in Subsection(s) 2.1 and 2.2 above of the General Terms and Conditions of Company's FERC Gas Tariff. [4.3.90]

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

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

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

2.8.2 Discretionary Posting

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

2.8.3 Compliance with Gas Quality Requirements

In any event, compliance with gas quality requirements is in accordance with Subsection(s) 2.1 and 2.2 of the General Terms and Conditions of Company's FERC Gas Tariff. [4.3.90]

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT AND SCHEDULING OF RECEIPTS AND DELIVERIES

3.1. Determination of Quantity and Total Heating Value

The quantity and the Total Heating Value of gas received and delivered by Company shall be determined as follows:

(a) Unit of Volume

One thousand (1,000) cubic feet shall be denoted as one (1) Mcf.

GENERAL TERMS AND CONDITIONS

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

3.1. Determination of Quantity and Total Heating Value (Continued)

(b) Determination of Total Heating Value

The Total Heating Value of the gas per cubic foot shall be determined by taking the average of the heating values determined as determined by chromatographic analysis of a sample of gas or any other method mutually agreed upon.

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

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]

Dths shall be determined by multiplying the Mcf quantity by the ratio of the heating value per cubic foot to 1,000.

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]

(c) Determination of Gas Temperature

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

(d) Determination of Specific Gravity

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

(e) Deviation from Boyle's Law

The deviation of the natural gas from Boyle's Law shall be determined by the use of the tables of formulae published by the American Gas Association Par Research Project NX-19 corrected for carbon dioxide (C02) and nitrogen (N2), or any applicable formulae published by the American Gas Association. The molecular percentage of N2 and CO2 shall be determined at approximately the same time or from the same analyzed gas sample used for the determination of the compressibility factors, with corrections for specific gravity, temperature and pressure.

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

3.2 Measurement Closing

The cutoff for the closing of measurement is five (5) Business Days after business month. [2.3.7/v1.0]

3.3 Allocation of Receipt and Delivery Point Measurement

Company supports the following NAESB WGQ flowing gas related Principles by reference: 2.1.1/v1.0, 2.1.2/v1.1, 2.1.3/v1.1, 2.1.4/v1.1, and 2.1.5/v1.5.

There are two types of allocations: daily and monthly. [2.3.15/v1.0]

(a) For Points of Interconnection Where an OBA is the Predetermined Allocation (PDA) Methodology

(i) Allocation of Receipts

Unless prohibited by applicable law or regulation, the quantities received by Company at any receipt point shall be allocated among Shippers and services in accordance with the allocation procedures specifically agreed to by Company and the Balancing Party at the receipt point set forth in the OBA governing the point provided, however, Company will not be required to enter into such arrangements (i) with a party if that party does not meet Company's creditworthiness provisions as set forth in Section 22 of the General Terms and Conditions, or (ii) with aggregators of supplies other than a Balancing Party or producer at the receipt point(s) if the producer(s) covered by the allocation agreement between Company and aggregator have not provided their written consent to the arrangement, or if the aggregator does not demonstrate that it has the authority and ability to control the flow of gas from the applicable receipt point(s).

(ii) Allocation of Deliveries

Unless prohibited by applicable law or regulation, the quantities delivered by Company at any delivery point shall be allocated in accordance with the allocation procedures specifically agreed to by Company and the Balancing Party, as set forth in the OBA governing the point provided, however, Company will not be required to enter into an arrangement with: (i) a Balancing Party if that party does not meet Company's creditworthiness provisions as set forth in Section 22 of the General Terms and Conditions or (ii) an aggregator if the aggregator does not demonstrate that it has the physical or contractual ability to control the flow of gas at the applicable delivery point(s) and the contractual right to allocate gas deliveries at such point.

GENERAL TERMS AND CONDITIONS

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

3.4 Nominations (Continued)`

(ii) The Evening Nomination Cycle

6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by the Transportation Service Provider (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transportation Service Provider from upstream and downstream connected parties; 10:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected Shippers and Balancing Parties, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Gas Day prior to flow).

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

(iii) The Intra-day 1 Nomination Cycle

10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by the Transportation Service Provider (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transportation Service Provider from upstream and downstream connected parties; 2:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected Shippers and Balancing Parties, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intra-day 1 Nomination should be effective at 5:00 p.m. on Gas Day.

(iv) The Intra-day 2 Nomination Cycle

5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by the Transportation Service Provider (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Transportation Service Provider from upstream and downstream connected parties; 9:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected Shippers and Balancing Parties (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intra-day 2 Nomination should be effective at 9:00 p.m. on Gas Day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.

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

The nomination timelines apply to capacity release transactions that are finalized in accordance with Section 21 of the General Terms and Conditions of Company's FERC Gas Tariff at least one (1) hour prior to the start of any nomination cycle.

GENERAL TERMS AND CONDITIONS

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

3.3 Allocation of Receipt and Delivery Point Measurement (Continued)

(b) For Points of Interconnection Where a Predetermined Allocation (PDA) Methodology Other Than an OBA is in Effect

The list of allocation methodology types agreed upon: Ranked, Pro Rata, Percentage, Swing, and Balancing Party 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]

GENERAL TERMS AND CONDITIONS

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

3.3 Allocation of Receipt and Delivery Point Measurement (Continued)

Allocated quantities and imbalances shall be expressed in the same units as the nominated quantities. [2.3.27/v1.0]

The data elements should accommodate multi-tier allocations. If Company chooses to support multi-tier allocations or already accepts multi-tier allocations, the data elements should accommodate it. [2.3.25/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 upstream or downstream party providing the point confirmation shall submit the pre-determined allocation to the allocating party after or during confirmation and before start of Gas Day. [2.3.5/v1.0]

The allocating party shall send back "confirmation" of receipt of the pre-determined allocation within 15 minutes. [2.3.6/v1.0]

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

Company shall confirm receipt of the PDA within 15 minutes.

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

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

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

GENERAL TERMS AND CONDITIONS

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

3.3 Allocation of Receipt and Delivery Point Measurement (Continued)

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

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

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

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

(c) Notification of Allocation Rules

Upon receipt of a request from Shipper, Company will promptly notify Shipper of the applicable rules governing the allocation of Shipper's gas at Shipper's receipt and delivery points.

(d) Time Limit for Allocation Disputes

The time limitation for disputes of allocations shall be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. [2.3.26/v1.0]

At the time Company:

(i) provides parties with the ability to request statement(s) of allocation via its Customer Activity site; and

(ii) provides parties with the ability to view such requested statements of allocation via its Customer Activity site; and

(iii) does not provide such parties with the ability to request a NAESB WGQ Standard 2.4.3 Allocation via at least a fax, phone, or e-mail;

then, Company shall support the ability of such party (or their agent) to request NAESB WGQ Standard 2.3.4 Allocations via the Request for Information and to receive Company's response via a NAESB WGQ Standard 2.4.3 document. Where the conditions in (i) and (ii) above exist and Company does provide such parties with the ability to request a NAESB WGQ Standard 2.4.3 Allocation via at least a fax, phone, or e-mail, the Company is not required to support Request for Information. [2.3.36/v1.5]

GENERAL TERMS AND CONDITIONS

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

3.3 Allocation of Receipt and Delivery Point Measurement (Continued)

The period of time (how far back in time a request may specify) shall be comparable as between the electronic request/view method and the upload request/receive response method, provided, however, Company shall not be required to respond with information generated prior to its implementation of NAESB WGQ Standard 2.4.3. [2.3.36/v1.5]

At the time Company supports the ability of a party (or its agent) to:

(i) request NAESB WGQ Standard 2.4.3 document(s) pursuant to NAESB WGQ Standard 2.3.36 and

(ii) receive the NAESB WGQ Standard 2.4.3 document in response to such request;

then, Company shall provide the documents requested at the party's designated site by 9:00 a.m. CCT on a Business Day when the request is received prior to 3:00 p.m. CCT on the prior Business Day. [2.3.37/v1.5]

3.4 Nominations

(a) General Rules and Timeline

Pursuant to NAESB WGQ Standards 1.3.2 (Version 1.5), 1.3.3 (Version 1.3), 1.3.5 (Version 1.0), 1.3.6 (Version 1.0), 1.3.20 (Version 1.3), 1.3.21 (Version 1.0): All Transportation Service Providers should support the following standard nomination cycles:

(i) The Timely Nomination Cycle

11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by the Transportation Service Provider (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transportation Service Provider from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and Balancing Party (Central Clock Time on the Gas Day prior to flow).

GENERAL TERMS AND CONDITIONS

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

3.4 Nominations (Continued)

At the end of each Gas Day, Transportation Service Providers should provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the 1.4.x scheduled quantity related standards, Transportation Service Providers should send an end of Gas Day Scheduled Quantity document. Receivers of the end of Gas Day Scheduled Quantity document can waive the sender's sending of the end of Gas Day Scheduled Quantity document. [1.3.3/v1.3]

All nominations should include Shipper defined begin dates and end dates. All nominations excluding Intra-day Nominations should have rollover options. Specifically, Shippers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Shipper's contract. Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline. The receiver of a nomination initiates the confirmation process. The party that would receive a Request For Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send. The sending party should adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline.

(b) To Initiate or Change Service

For purposes of initiating or changing service, Shipper shall send its nomination(s) via the System, or by fax in the event the System is unavailable, pursuant to the NAESB WGQ standard nomination timelines stated in Subsection 3.4 above.

Overrun quantities should be requested on a separate transaction. [1.3.19/v1.0]

No transportation service will commence unless and until Company has received complete nomination(s) through the System or by fax in the event the System is unavailable, and all applicable upstream/downstream connected parties have submitted to Company the information required.

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

3.4 Nominations (Continued)

(c) Intra-day Changes in Nominations

All nominations, including Intra-day Nominations, should be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. Intra-day Nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the Intra-day Nomination, if not otherwise addressed in Transportation Service Provider's contract or Tariff. Intra-day Nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. Gas Day nominations do not rollover (i.e. Intra-day Nominations span one Gas 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. [1.3.9], 1.3.11, and [1.3.13]

Company may accept, on a not unduly discriminatory basis, a nomination change, following the Intra-day 2 Nomination Cycle for the remainder of the Gas Day, under any rate schedule in this Tariff if, in Company's reasonable judgment, the acceptance of such nomination will not adversely affect the timely processing by Company of all other nominations which do comply with the timelines hereunder and sufficient capacity is available to provide the requested service.

The calculation of any penalties provided for under Company's Tariff shall take into consideration all scheduled nominations on a pro rata basis.

(d) Notification of Scheduling

The Balancing Party of the applicable receipt and delivery points will confirm with Company that Shipper's nominated quantities will be received or delivered. Shipper and applicable Balancing Party(s) will transmit and receive information in accordance with Subsection 3.4(a).

(e) Routing of Gas

Scheduling and billing for transportation services will be determined by the information that Shipper provides Company specifying the daily point-to-point routing for receipts and deliveries.

GENERAL TERMS AND CONDITIONS

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

3.4 Nominations (Continued)

If actual deliveries are greater than actual receipts, excess deliveries will be deemed to have been received from Zone 1 for purpose of the billing for such excess deliveries.

3.5 Scheduling Priority

Transportation Service Provider shall schedule receipts and deliveries of gas in accordance with the priority categories specified below. Ranking should be included in the list of data elements. Transportation Service Provider should 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 and 1.3.22/v1.3]

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

(b) 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 should be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity should be the new confirmed quantity.

(c) With respect to the processing of requests for decreases during the Intra-Day Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the Elapsed-Prorated-Scheduled Quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the Elapsed-Prorated-Scheduled Quantity should be the new confirmed quantity.

(d) With respect to NAESB WGQ Standard 1.3.22 in Subsections 3.5(a), (b), and (c) of these General Terms and Conditions, if there is no response to a request for confirmation or an unsolicited confirmation response, the Transportation Service Provider should provide the Service Requester with the following information to explain why the nomination failed, as applicable:

(1) the Service Requester's Transportation Service Provider did not conduct the confirmation;

(2) the Service Requester is told by its Transportation Service Provider that the upstream confirming party did not conduct the confirmation;

(3) the Service Requester is told by its Transportation Service Provider that the upstream Service Requester did not have the gas or submit the nomination;

(4) the Service Requester is told by its Transportation Service Provider that the downstream confirming party did not conduct the confirmation;

(5) the Service Requester is told by its Transportation Service Provider that the downstream Service Requester did not have the market or submit the nomination. This information should be imparted to the Service Requester on the Scheduled Quantity document.

GENERAL TERMS AND CONDITIONS

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

3.5 Scheduling Priority (Continued)

(e) Unless otherwise specified, scheduling priority within a category shall be pro rata as follows.

(1) Company's firm transportation services, based on scheduled quantities;

(2) mid-month make-up quantities to correct prior daily variances under an OBA;

(3) transportation services under Rate Schedule AOT to Primary Delivery Points that are identified on Exhibit A of the Shipper's Transportation Agreement;

(4) Company's other interruptible transportation services according to the rates applicable to the quantities scheduled such that Shippers who pay higher rates are scheduled prior to those who pay lower rates. Shippers who pay the same rate are scheduled on a pro rata basis; and

(5) service under Rate Schedule PAL according to the rates applicable to the PAL Point for which the quantities are scheduled under a PAL Service Agreement, such that Shippers who pay higher rates are scheduled prior to those who pay lower rates. Shippers who pay the same rate are scheduled on a pro rata basis.

With respect to the firm transportation services in Subsection 3.5(e) of these General Terms and Conditions, quantities scheduled from Primary Receipt Points to Primary Delivery Points shall be scheduled first and shall be given the highest priority, and quantities scheduled from Secondary Receipt Points or to Secondary Delivery Points shall be scheduled second. Primary Receipt and Delivery Points shall have the meaning given to them in Section 30 of these General Terms and Conditions. For the scheduling of secondary points, priority shall be accorded those Shippers who are nominating and scheduling secondary points that are within their Primary Path over those Shippers who are nominating and scheduling secondary points that are outside of their Primary Path. Scheduling of such quantities shall be provided as operationally feasible. If there is insufficient capacity to provide all firm transportation services requested from

GENERAL TERMS AND CONDITIONS

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

3.5 Scheduling Priority (Continued)

Secondary Receipt Points or to Secondary Delivery Points, then the capacity remaining after scheduling receipts at Primary Receipt Points or deliveries at Primary Delivery Points will be made available for the Shippers requesting the use of such Secondary Receipt Points and Secondary Delivery Points on a pro rata basis, in accordance with such Shippers' nominations.

3.6 Allocation of Limited Capacity

If, on any Gas Day, Company determines that the capacity of its system, or any portion thereof, including the point(s) at which gas is tendered for transportation, is insufficient to serve all transportation requirements which are otherwise scheduled to receive service on such Gas Day, then Company shall first curtail interruptible services, and thereafter shall curtail firm services. For purposes of curtailing interruptible services, Company shall first interrupt those Shippers paying the lowest transportation rate, and then those paying the next lowest rate, and so on until the necessary level of interruption is achieved; provided that any Shipper paying a rate above the Maximum Rate shall be deemed to be paying the maximum applicable rate. Curtailment of interruptible services paying the same transportation rate shall be in accordance with the priority established in Subsections 3.5(e)(4), (e)(5) and (e)(6) of these General Terms and Conditions. If it is necessary to curtail firm services, Company shall interrupt firm transportation services pro rata based on the TQ of the affected Shippers; provided however, that services utilizing a Secondary Receipt Point or a Secondary Delivery Point shall be curtailed prior to services utilizing a Primary Receipt Point and a Primary Delivery Point. If Company determines at any time that the capacity of its system or any portion thereof, including the point(s) at which gas is tendered for transportation, is sufficient to serve transportation requirements for which nominations have been received in accordance with Section 3 of the General Terms and Conditions but which have not been scheduled to receive service on that Gas Day, Company may notify affected Shippers and may allocate available capacity

GENERAL TERMS AND CONDITIONS

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

3.6 Allocation of Limited Capacity (Continued)

to such requirements in accordance with Section 3 on the basis of requested nominations which are confirmed by such Shippers by telephone or by other means of communication within one hour of the time that such notice is provided; provided, however, that capacity shall be allocated solely on the basis of nominations for the month in which such capacity becomes available and not on the basis of nominations for prior months.

No Shipper receiving interruptible transportation service may be curtailed during a Gas Day due to a capacity limitation which is the result of a change in interruptible transportation service for other interruptible transportation Shippers; provided, however, that interruptible transportation service may be curtailed due to a change in interruptible service for other Shippers where the change is due to (i) the correction of a previously existing condition of the nature set forth in Section 10 of these General Terms and Conditions, (ii) the correction of a previous scheduling error by Company or (iii) a request for service by a Shipper receiving service under Rate Schedule AOT.

GENERAL TERMS AND CONDITIONS

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

3.7. Supply Deficiencies

If Company experiences a supply short fall due to the under delivery of supplies to Company's mainline, then (a) if the deficient source is known, Company will curtail the corresponding firm or interruptible transportation market; or (b) if the deficient sources are undeterminable, then Company will localize the smallest affected area and, at the corresponding delivery point, will curtail interruptible service first and then firm services in accordance with Subsection 3.6 of the General Terms and Conditions; provided that verifiable receipt point quantities will not be subject to a supply short fall curtailment.

3.8. Shipper Imbalances

3.8.1 Shipper Duty to Control Imbalances

A Shipper receiving any transportation service from Company will use, or will cause any party receiving or delivering Shipper's gas to use, all reasonable efforts to ensure that receipts and deliveries of gas are equal to the nominations confirmed by Company. Shipper shall also be responsible to control, and if necessary, adjust receipts and deliveries of gas to maintain a balance between such receipts, deliveries and confirmed nominations. To the extent a Shipper is out of balance it will be subject to the daily and monthly balancing provisions contained in Rate Schedule LMS of Company's FERC Gas Tariff. No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.

3.8.2 Unauthorized Delivery Imbalance Charge

Unauthorized deliveries are deliveries of transportation gas made to Company at the receipt point(s) prior to execution of a Transportation Agreement or submission of a nomination by the Shipper provided in Subsection 3.4 of these General Terms and Conditions. For any unauthorized deliveries, Company shall assess a charge equal to two times the Index Price as determined in accordance with the procedures established in Subsection 5(b) of Rate Schedule LMS. Company shall have the right to retain unauthorized deliveries at receipt point(s) which have not been cured in accordance with above after 30 days notice to the responsible party.

3.8.3 Balancing at Agreement Termination

Following the termination of the Transportation Agreement, Shipper shall be required to correct any remaining imbalance in receipts and deliveries in cash in accordance with the procedures established in Section 5 of Rate Schedule LMS, unless the parties mutually agree otherwise.

GENERAL TERMS AND CONDITIONS

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

3.9 Delegation Rights

A Shipper may delegate, for a term of one or more calendar months starting on the first day of a month, to a third party responsibility for submitting and receiving notices, making nominations, or performing other administrative duties under any Firm Transportation Agreement under Rate Schedule FT-A or any OBA, subject to the following conditions:

(a) Shipper must designate in writing the third party to whom it is delegating its responsibilities at least three Business Days prior to the requested effective date. Any changes to the designation must be submitted in writing to (i) Company and (ii) Balancing Party(s) at the receipt and delivery points through which the delegated transportation service is received three Business Days prior to the effective date of the requested change. Shipper's representative shall have all rights and obligations under the Firm Transportation Agreement for the receipt and delivery points so delegated, except that Shipper's representative cannot change the Primary Receipt Points or Primary Delivery Points or otherwise amend the Firm Transportation Agreement. The invoice for all activity during the month will be presented to Shipper in accordance with these General Terms and Conditions.

(b) Company may rely on communications and actions of Shipper's designated representative for all purposes. Communications with, and actions by, the designated representative shall be deemed communications with or actions by Shipper. Shipper 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 the communications and actions of Shipper's designated representative, except to the extent attributable to the negligence or misfeasance of Company. If Shipper's representative fails to meet its obligations under the Firm Transportation Agreement, then, without Company being obligated to proceed against such representative, Shipper shall be liable for all obligations under the Firm Transportation Agreement.

(c) A third party may administer and aggregate rights under multiple Firm Transportation Agreements as the designated representative for one or more Shippers; provided however, that such representative (1) shall separately administer and account for each such Firm Transportation Agreement, including without limitation submitting nominations and calculating any imbalances and (2) shall utilize such Firm Transportation Agreement for the transportation of gas for only those Shippers that have delegated the rights and obligations under their Firm Transportation Agreement.

GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT

4.1 Measuring Station

With respect to gas received or delivered under a Transportation Agreement, unless otherwise mutually agreed upon, all measuring facilities shall be installed, if necessary, owned, maintained and operated by Company or Company's designee near the receipt point(s) and delivery point(s). The heating value of natural gas delivered shall be measured and determined in accordance with Section 3 of the General Terms and Conditions.

(a) Orifice Meters

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

(b) Positive Displacement Meters

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

(c) Turbine Meters

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

(d) Electronic Flow Computers

Electronic or other types of flow computers, if used, shall be installed, and quantities calculated in accordance with generally accepted industry practices. Company, on a nondiscriminatory basis, may require the installation of electronic measurement and communications equipment at receipt or delivery points that are estimated to deliver in excess of 500 Mcf per Gas Day. Company may require all Shippers delivering gas to, or receiving gas from, Company at any such receipt or delivery points to contribute their pro rate share of the cost of such equipment.

(e) New Measurement Techniques

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

4.2 Check Measuring Equipment

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

GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT (Continued)

4.3 Right to be Present

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

4.4 Care Required

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

4.5 Calibration and Test of Meters

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

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

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

GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT (Continued)

4.6 Correction of Metering Errors - Failure of Meters

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

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

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

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

4.7 Measurement of Allocations

Pursuant to NAESB WGQ Standards 2.3.7 (Version 1.5), 2.3.11 (Version 1.5), 2.3.12 (Version 1.5), 2.3.13 (Version 1.5), 2.3.14 (Version 1.5):

The cutoff for the closing of measurement is 5 Business Days after business month. For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth Business Day following the business month. For reporting measurement prior period adjustments, report it with the restated line item with new total quantity for the Gas Day and the month. Estimate missing or late measurement data and treat actual as a prior period adjustment, with the measuring party to provide the estimate. Measurement data corrections should be processed within 6 months of the production month with a 3 month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

4.8 Preservation of Metering Records

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

5. INVOICING

5.1 Monthly Invoicing Date

Company shall render to Customer invoices for each month gas service was furnished under any of Company's rate schedules during the preceding invoicing period. Pursuant to NAESB WGQ Standards 3.3.4 (Version 1.0), 3.3.14 (Version 1.0), 3.3.15 (Version 1.0), 3.3.16 (Version 1.0): Unless otherwise agreed, invoices should state the net billing rate, rather than the maximum discount Tariff rate and the discount amount. The imbalance statement should be rendered prior to or with the invoice. The invoice should be prepared on or before the 9th Business Day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site. Prior period adjustment time limits should be 6 months from the date of the initial invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of

GENERAL TERMS AND CONDITIONS

5. INVOICING (Continued)

5.1 Monthly Invoicing Date (Continued)

deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Prior period adjustments are reported by production date, but they do not have to be invoiced separately by production month--nor is each production month a separate paper invoice page. Company may render separate invoices for demand charges, commodity charges and cash-out charges.

5.2 Right of Examination

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

6. PAYMENTS

6.1. Monthly Payment Date

Customer (or other payor) shall pay Company, at a bank designated by Company, so that payment is received and Company has available funds therefrom within ten (10) calendar days from the receipt of the invoice, for the gas service purchased by Customer during the preceding month and billed by Company pursuant to the provisions of this Tariff and the Agreement. Pursuant to NAESB WGQ Standards 3.3.17 (Version 1.4) and 3.3.18 (Version 1.0): Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date. Identify invoice number(s) on all payments.

6.2 Remedies for Non-Payment

Should Customer fail to pay all of the amount of any invoice as herein provided when such amount is due, Customer shall pay a Charge for Late Payment. Such Charge for Late Payment shall be determined by multiplying (a) the unpaid portion of the invoice, by (b) the ratio of the number of days from the due date to the date of actual payment to 365, by (c) the interest rate determined in accordance with Section 154.501

GENERAL TERMS AND CONDITIONS

6. PAYMENTS (Continued)

6.2 Remedies for Non-Payment (Continued)

of FERC's regulations. Interest applicable to such bill will be invoiced to Shipper, pursuant to Section 5 of the General Terms and Conditions, to the extent that the amount of interest is $25 or more. If such failure to pay continues for thirty days after payment is due and Company has provided Customer and the FERC with at least fifteen (15) days notice that service will terminate due to the non-payment, Company, in addition to any other remedy it may have under the Agreement, may terminate the Agreement; provided, however, that if Customer in good faith shall dispute the amount of any such invoice or part thereof and shall pay to Company such amounts as it concedes to be correct and at any time within thirty days after a demand made by Company shall furnish good and sufficient surety bond, guaranteeing payment to Company of the amount ultimately found due upon such invoices after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Company shall not be entitled to terminate the Transportation Agreement until a default is made in the conditions of such bond.

6.3 Adjustment of Underpayment, Overpayment or Error in Invoicing

If invoice is in dispute, Customer shall pay the portion of the invoice not in dispute and provide documentation identifying basis for the dispute. If it shall be found that at any time Customer has been overcharged or undercharged in any form whatsoever under the provisions of this Tariff or the Agreement and Customer shall have actually paid the invoices containing such overcharge or undercharge, then within thirty days after the final determination thereof, Company shall refund the amount of such overcharge and Customer shall pay the amount of any such undercharge; provided, however, that interest calculated in accordance with Subsection 6.2 of these General Terms and Conditions shall apply to any undercharge or overcharge not paid or refunded within thirty days from the date of the determination of such undercharge or overcharge. In the event an error is discovered in the amount invoiced in any statement rendered by Company such error shall be adjusted within thirty days of the determination thereof provided that claim therefore shall have been made within sixty days from the date of discovery of such error. [3.3.19/v1.0]

7. POSSESSION OF GAS

Unless otherwise provided in the Transportation Agreement or applicable Rate Schedule, as between Company and Shipper, Shipper shall be deemed to be in exclusive control and possession of the gas to be transported (i) prior to receipt by Company at the receipt point(s), (ii) after receipt by Company, when the gas is in the custody of Shipper or Shipper's designee for separation, processing or other handling, and (iii) after delivery by Company at the delivery point(s); otherwise, Company shall be in exclusive control and possession of the gas. The party which shall be in exclusive control and possession of the gas shall be responsible for all injury or damage caused thereby to any third party. In the absence of negligence, bad faith, fault or willful misconduct on the part of Company, Shipper waives any and all claims and demands against Company, its officers, employees or agents, arising out of or in any way connected with (i) the quality, use or condition of the gas after delivery from Company for the account of such Shipper, (ii) any losses or shrinkage of gas during or resulting from transportation hereunder, and (iii) all other claims and demands arising out of Company's performance of its duties hereunder.

GENERAL TERMS AND CONDITIONS

8. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS

8.1 Pressure of Deliveries

With respect to all deliveries by Company, Company shall make deliveries at Shipper's designated delivery points as nearly as practicable at Company's line pressure; provided that the minimum pressure shall be as stated in Shipper's Transportation Agreement and shall not be less than 100 pounds per square inch gauge.

8.2 Operational Flow Orders

(a) Due to the effects of changes in weather, gas demands, flowing gas supplies and/or other factors, it may be necessary for Company to informally, via telephone, electronic mail, or facsimile, request adjustments in the portfolio of flowing gas supplies of Balancing Party(s) to accommodate the demands on Company's system. In cases of high line pack, Company will request Balancing Party(s) responsible for such conditions to reduce supply nominations or increase delivery quantities. In cases of low line pack, Company will request Balancing Party(s) responsible for such conditions to increase supply nominations or reduce delivery quantities. Company will coordinate operational adjustments in flowing gas quantities and pressures with interconnecting pipelines where appropriate in order to alleviate operating concerns caused by line pack levels, planned or unplanned maintenance and repairs.

Balancing Party(s) without 24-hour gas monitoring capability shall provide Company with the name and telephone number of a representative whom Company may contact at any time to request such adjustments. If Company does not receive full cooperation from its informal request(s), it may be necessary for Company, after making informal request, and subject to the limitation of Section 8.2 (c) hereof, to issue Operational Flow Orders (OFO) to control the situation(s). All OFOs will be posted on Company's System, to be followed by a facsimile, electronic mail, written notice or other mutually agreeable means of communication to affected Shippers that will set forth the causes or conditions necessitating the OFO.

(b) Company shall issue OFOs as necessary to maintain firm deliveries of scheduled quantities. Additional circumstances under which Company may determine that OFOs may be issued include, but are not limited to:

(i) Responding to an event of force majeure;

(ii) Accommodating maintenance and repairs;

(iii) Ensuring current and future maintenance of line pack; and

(iv) Responding to any event which Company believes in its sole judgment may jeopardize the integrity of its system.

The OFO will begin when one of the circumstances described above occurs and shall remain in effect until the circumstance has been remedied. Although Company shall follow the procedures set forth in paragraph (a) in order to avoid issuing an OFO, Balancing Party(s) are on notice that OFOs will begin when the circumstances described in this paragraph (b) occur. While an OFO is in effect, Company shall provide updates on the status of the circumstance that occasioned the OFO through postings on the System.

Company shall issue all OFOs on a non-discriminatory basis. Company shall apply OFOs to the smallest number of affected Balancing Party(s) as possible. The extent and severity of an OFO called shall be determined by the overall operating conditions of the Company's system. Company shall attempt to identify offending Balancing Party(s) and limit the issuance of the OFO to those Balancing Party(s), where feasible.

GENERAL TERMS AND CONDITIONS

8. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS (Continued)

8.2 Operational Flow Orders (Continued)

(c) Notwithstanding anything to the contrary in Sections 8.2 (a) and 8.2 (b) hereof, an OFO shall not be issued (and backhaul nominations will not be confirmed), to maintain firm deliveries under a backhaul service agreement entered into, and approved by FERC, pursuant to Section 2.3 of Rate Schedule FT-A, when sufficient displacement quantities are not available.

(d) Upon the issuance of an OFO by Company, it shall be incumbent upon each Balancing Party to adjust gas supplies as directed. Such response shall be required within the time frame specified in the OFO. Failure to comply in a timely fashion with an OFO may result in an immediate interruption of all or a portion of Balancing Party's service and cause Balancing Party to incur penalties as provided for in Section 29 of the General Terms and Conditions.

(e) In the event Balancing Party(s) does not respond to the OFO and Company believes it is necessary to take actions (i.e., buying or selling gas, etc.) to maintain system integrity or to prevent interrupting service to another Shipper, Company shall have the right, but not the obligation, to take such remedial actions as it deems necessary. If Company takes these actions, it shall be made whole by the non-responding Balancing Party(s) for all costs that Company incurs.

(f) Company shall not be liable for any costs incurred by any Balancing Party in complying with an OFO.

(g) Company shall not be responsible for any damages that result from any interruption in Balancing Party's service that is a result of a Balancing Party's failure to comply promptly and fully with an OFO and the non-complying Balancing Party(s) shall indemnify Company against any claims of responsibility.

(h) Notwithstanding the foregoing, when gas supplies necessary to effectuate transportation deliveries are not flowing on the system, Company will not be responsible for backing up such supplies and the associated deliveries will be subject to interruption.

(i) OFO Notice, Contents and Procedures

Company shall issue an OFO as expeditiously as is reasonable and practicable in the circumstances. When practicable, Company will provide sufficient notice to Shippers to accommodate scheduling requirements on upstream pipelines. Each OFO will contain the following provisions:

(i) time and date of issuance;

GENERAL TERMS AND CONDITIONS

8. PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS (Continued)

8.2 Operational Flow Orders (Continued)

(ii) time that OFO is considered to be effective (if no time is specified, the OFO shall be effective immediately);

(iii) duration of the OFO (if none is specified, the OFO will be effective until further notice);

(iv) the party or parties in the attached pipeline segment receiving the OFO;

(v) the quantity of gas required to remedy the operational condition requiring the issuance of the OFO; and

(vi) any other term Company may reasonably require to ensure the effectiveness of the OFO.

Company will also post information about the status of operational variables that determine the duration of an OFO as soon as such information becomes available.

Except in cases where the curtailment of IT and AOT services would not alleviate the causes or conditions necessitating the issuance of an OFO, Company will, where practicable, curtail IT and AOT services prior to issuing an OFO. Company shall not be required to curtail IT and AOT services to individual Shippers when curtailment of service to those Shippers would not affect the OFO.

(i) Reporting

Company shall post on its System the factors that caused the OFO to be issued and then lifted.

9. WARRANTY OF TITLE TO GAS

This Section shall apply to all transportation service unless otherwise provided in the applicable Rate Schedule or Transportation Agreement. Shipper and Company each warrant for itself, its successors and assigns, that it will have, at the time of delivery of gas hereunder, good title or the right to acquire title to the gas it delivers, that the gas it delivers hereunder shall be free and clear of all liens, encumbrances and claims whatsoever, that each will indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable for such delivery of gas and that each will indemnify the other and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by and the obligation of the party making such delivery. If Shipper's title or right to deliver gas to be transported is questioned or involved in any action Shipper shall not qualify for or shall be ineligible to continue to receive service until such time as Shipper's title or right to deliver is free from question; provided, however, Company shall allow Shipper to qualify for or continue receiving service under this Tariff if Shipper furnishes a bond satisfactory to Company. Title to the gas received by Company at the receipt point(s) shall not pass to Company, except that title to gas delivered for Company's system fuel and uses and gas lost and unaccounted for shall pass to Company upon delivery at the receipt point(s).

GENERAL TERMS AND CONDITIONS

10. EXCUSE OF PERFORMANCE

10.1 Relief From Liability

Neither Company nor Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any (1) maintenance, construction, tests, rehabilitation and repairs on pipelines, or (2) force majeure events, including any acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, military action, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms or storm warnings, crevasses, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for testing or making repairs or alterations to machinery or lines of pipe, freezing of wells or lines of pipe, inability of either Shipper or Company to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws or proclamations of the governmental authorities (federal, state and local), including both civil and military, temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, and whether caused or occasioned by or happening on account of the act or omission of one of the parties to the Transportation Agreement or some person or concern not a party thereto, not within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension. Company or Shipper shall exercise reasonable diligence to (i) schedule maintenance so as to minimize or avoid service interruptions, and (ii) not schedule routine, non-emergency maintenance during periods of peak demand.

10.2 Liabilities Not Relieved

Such causes or contingencies affecting the performance of the Transportation Agreement by either party, as defined in Subsection 10.1 of these General Terms and Conditions, however, shall not relieve it of liability in the event of its failure to use due diligence to remedy the situation and remove the causes or contingencies affecting the performance of such Agreement, nor shall such causes or contingencies affecting the performance of said contract relieve either party from its obligations to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.

10.3 Termination of Transportation Agreement

If either Company or Shipper shall fail to perform any of the covenants or obligations imposed upon it by the Transportation Agreement, subject to the applicable provisions of this Tariff, then in such event the other party may at its option terminate such Agreement by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty Gas Days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the Transportation Agreement, and if within said period of thirty days the party in default

GENERAL TERMS AND CONDITIONS

10. EXCUSE OF PERFORMANCE (Continued)

10.3 Termination of Transportation Agreement (Continued)

does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and the Transportation Agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty days, the Transportation Agreement shall terminate. Any cancellation of the Transportation Agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Company to collect any amounts then due to it for natural gas service rendered prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any gas which it has not received but which it has delivered to Company for transportation, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the Transportation Agreement.

11. NOTICES

Except when the terms of this Tariff require or allow for communication via Company's System, any communication, notice, request, demand, statement, or bill provided for in the Tariff or in a Transportation Agreement, PAL Agreement, LMS Agreement, or OBA, or any notice which either Company or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered when mailed by either post-paid registered or ordinary mail or when sent by telegram, cable, telecopy, telex, express mail service, electronic mail, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known post office address, or at such other address as either party may designate.

12. MODIFICATION TO TERMS OF AGREEMENT

No modification of the terms and provisions of a Transportation Agreement, PAL Agreement, or OBA shall be made except by the execution of written contracts.

13. NONWAIVER AND FUTURE DEFAULT

No waiver by either Company or Shipper of any one or more defaults by the other in the performance of any provisions of a gas service contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

14. SCHEDULES AND AGREEMENTS SUBJECT TO REGULATION

This Tariff, including these General Terms and Conditions and the respective obligations of the parties under the Transportation Agreement, are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment, or substitution as provided by law.

GENERAL TERMS AND CONDITIONS

15. (RESERVED FOR FUTURE USE)

16. NEW FACILITIES POLICY

Company will build, acquire and/or install service lateral pipelines, taps and metering facilities necessary to provide transportation service to any new or existing Shipper, provided:

16.1 Company determines in its sole discretion it has sufficient unutilized mainline transportation capacity to provide the service requested by the Shipper without impairing the operational integrity of its system, or Company has obtained certificate authorizations to expand its mainline capacity by an amount sufficient to allow Company to provide the requested service; and

16.2 Company has or obtains any certificate authorizations necessary to build, acquire and/or install the service lateral pipeline(s), tap(s) and/or meter facilities; and

16.3 Shipper agrees in writing to reimburse or compensate Company for 100 percent of Company's construction, acquisition and/or installation costs (including any associated tax effects) through one or a combination of the following payment methods:

(a) payment of an up-front contribution in aid of construction prior to the commencement of construction, acquisition and/or installation; and/or

(b) payment of a separately stated reservation charge for the new facilities under a firm transportation contract for the use of those facilities; and/or

(c) payment of reservation charges for a new and/or incremental quantity of mainline firm transportation service.

Shippers choosing payment methods under Subsection 16.3(b) and/or under Subsection 16.3(c) of these General Terms and Conditions shall be required to enter into new or incremental Firm Transportation Agreements for sufficient entitlement and duration to produce an incremental net revenue stream providing a present value equal to or greater than Company's construction, acquisition, and/or installation costs (including any associated tax effects). Shipper shall be required to demonstrate creditworthiness as specified in Section 22 of these General Terms and Conditions to support said Firm Transportation Agreements.

16. NEW FACILITIES POLICY (Continued)

16.3 (Continued)

In addition, Company's construction, acquisition and/or installation cost for any project or portion of a project under payment method detailed in Subsection 16.3(b) or Subsection 16.3(c) of these General Terms and Conditions shall not exceed ten (10) million dollars; any Shipper requiring new facilities costing more than ten (10) million dollars must elect payment method Subsection 16.3(a) of these General Terms and Conditions for Company's costs in excess of ten (10) million dollars. Company may waive this ten (10) million dollar cap on a non-discriminatory basis if funds are available to Company to support a requested new facilities project.

For the purposes of this Section, Company's construction, acquisition, and/or installation costs shall include, but shall not be limited to: Company's design costs, equipment costs, labor costs, material costs, supervision costs, construction financing costs, taxes (whether income or otherwise), filing fees, right of way costs and permitting costs. Nothing in this Section shall require Company to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act.

Nothing in this Section, further shall prevent Company from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. Finally, nothing in this Section shall require Company to build any facilities, the construction or operation of which would subject Company to the jurisdiction of any state regulatory agency. Company reserves the right to seek a waiver of the policy set forth herein, for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Natural Gas Act.

17. DISCOUNTING

17.1 Order of Discounting

Unless otherwise specified in the Firm Transportation Agreement, to the extent Company discounts the rates for service pursuant to this Tariff, the rates for service will be deemed to have been discounted in the following order:

(a) Reservation Charge, but not below the stated Minimum Rate.

(b) Commodity Charge, but not below the stated Minimum Rate.

17.2 Types of Discounts

From time to time, a Shipper or Buyer and Company may agree in writing on a level of discount of the otherwise applicable rates and charges in addition to a basic discount from the stated Maximum Rates.

In all circumstances, the discounted rate shall be between the Maximum Rate and the Minimum Rate applicable to the service being provided.

GENERAL TERMS AND CONDITIONS

17. DISCOUNTING (Continued)

17.2 Types of Discounts (Continued)

For example, Company may provide a specific discounted rate:

(a) to certain specified quantities under the Agreement (referred to as quantity rate type); or

(b) if specified quantity levels are actually achieved or with respect to quantities above or below a specified level (referred to as quantity level rate type; or

(c) during specified time periods (referred to as time period rate type or contract rate type); or

(d) to receipt points (referred to as point rate type), delivery points (referred to as point rate type), transportation paths (referred to as point to point rate type) or defined geographical areas (referred to as zone rate type); or

(e) in a specified relationship to the quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to quantities actually transported) (referred to as relationship rate type); or

(f) to provide that if one rate component which was equal to or within the applicable Maximum and Minimum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate or is below the applicable Minimum Rate due to a change in Company's Maximum Rates and/or Minimum Rates, so that such rate component must be adjusted downward or upward to equal the new applicable Maximum or Minimum Rate, then other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, so long as none of the resulting rate components exceed the Maximum Rate or are below the Minimum Rate applicable to the rate component. Such changes to rate components shall be applied prospectively, commencing with the date the Commission issues an order accepting 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).

(g) Based upon published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points for price determination. (Such discounted rate may be based upon the differential between published index prices or arrived at by formula and shall be referred to as index price differential rate type.) Each service agreement entered into pursuant to this Subsection 17.2(g) shall not change the underlying rate design; 2) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue; 3) shall define the rate component to be discounted.

Sheet No. 64 is being reserved for future use.

GENERAL TERMS AND CONDITIONS

18. (RESERVED FOR FUTURE USE)

GENERAL TERMS AND CONDITIONS

19. FERC ANNUAL CHARGE ADJUSTMENT

Company shall adjust the rates for Funding Services as specified below from time to time to reflect the annual charge assessed Company by FERC (Annual Charge) pursuant to Order No. 472 or any other superseding or related rule or order.

19.1 Funding Services

Funding services shall include all services under Rate Schedules in Company's FERC Gas Tariff.

19.2 Filing of Annual Charge Rate Adjustment

The effective rates for Funding Services under Rate Schedules in Company's FERC Gas Tariff shall be the Rate After Current Adjustment for each applicable Rate Schedule shown on Company's Statement of Rates reflecting the Current Annual Charge Rate Adjustment under this Section 19.

19.2.1 Effective Date of Adjustment

The Effective Date of Adjustment for each Annual Charge Rate Adjustment filed pursuant to this Section 19 shall be October 1 of each year. The Annual Charge Rate Adjustment shall become effective on the Effective Date of Adjustment without suspension or refund obligation.

19.2.2 Filing Procedure

At least thirty days prior to the effective Date of Adjustment, Company shall file with FERC and post, as defined in Section 154.2(b) of the Commission's Regulations, revised Statement of Rates in Company's FERC Gas Tariff, reflecting the Current Annual Charge Rate Adjustment.

19.3 Current Annual Charge Rate Adjustment

The Current Annual Charge Rate Adjustment shall be the unit amount, adjusted as necessary for heating value and pressure base, which FERC orders to be effective for the fiscal year commencing on the Effective Date of Adjustment.

19.4 Retention of Revenues Collected under Annual Charge Rate Adjustment

Company shall retain all revenues collected under this Section 19. Except as provided by this Section 19, Company shall not have the right to seek to recover in any proceeding under Section 4(e) of the Natural Gas Act any Annual Charges recorded in its FERC Account No. 928.

GENERAL TERMS AND CONDITIONS

20. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES

This Section describes the information and procedures Company will make available to any person.

20.1 Access to Internet Web Site

Company shall provide access to Informational Posting and Customer Activity sites via designated Internet Web Sites.

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.

Company's Trading Partners shall maintain redundant connections to the public Internet for NAESB WGQ Electronic Delivery Mechanism (EDM) web sites, which include all NAESB WGQ 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]

For further information relative to Company's designated Internet Web Site, potential users should contact:

Customer Services Department
Viking Gas Transmission Company
P.O. Box 871
Tulsa, Oklahoma 74102-0871

Phone Number: (918) 588-7745
Fax Number: (918) 588-7750

GENERAL TERMS AND CONDITIONS

20. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES (Continued)

20.2 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: 1) Operationally Available and Unsubscribed Capacity; 2) Energy Affiliate Information; 3) Gas Quality Information; 4) Index of Customers; 5) Non-Discrimination Reporting Requirements under the FERC Standards of Conduct of Transmission Providers, 18 CFR Part 358; 6) Critical, Non-Critical, and Planned Service Outage Notices; 7) Organization Charts; 8) Posted Imbalances; 9) Company's FERC Gas Tariff and 10) Transactional Reporting. Other information and/or capabilities to comply with current and future reporting or other requirements as dictated by the FERC also shall be included.

Information posted on Company's Informational Posting site may be fully disseminated by its users.

GENERAL TERMS AND CONDITIONS

20. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES (Continued)

20.3 Customer Activity Site

Company's proprietary business functions are accessible via its Customer Activity site. [4.3.39/v1.4]

(a) The Customer Activity site will be maintained to provide equal and timely access to certain transportation information, as it pertains to Company's pipeline system, in accordance with applicable effective FERC adopted NAESB WGQ standards.

(b) Any person may communicate with Company via the System by:

(i) acquiring compatible personal computer capability
(ii) executing the applicable access forms with Company; and
(iii) receiving a user identification password for accessing such site.

(c) Company agreements located on the Customer Activity site (www.vgt.oneokpartners.com) include the: (i) Operational Balancing Agreement (For Use at Receipt Points(s)); (ii) Operational Balancing Agreement (For Use at Delivery Points(s)); (iii) Master Electronic Transactions Agreement; (iv) Electronic Communication Agreement; (v) Electronic Data Interchange Trading Partner Agreement; and (vi) Agency Authorization Agreement.

20.4 Electronic Data Interchange

A person may communicate with Company via Electronic Data Interchange (EDI) by executing an Electronic Data Interchange Trading Partner Agreement with Company.

To transact business via the Customer Activity site, a person must execute an Electronic Communication Agreement with Company.

The Electronic Data Interchange Trading Partner Agreement and the Electronic Communication Agreement can be found on Company's Web Site (www.vgt.oneokpartners.com) under Customer Activities. The Electronic Data Interchange Trading Partner Agreement follows the format of the NAESB form Electronic Data Interchange Trading Partner Agreement. (NAESB Standard. 6.3.3)

GENERAL TERMS AND CONDITIONS

20. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES (Continued)

20.5 Service Complaints

Customers are encouraged to resolve any disputes informally with their designated representatives. A formal complaint concerning any services offered by Company shall be directed, preferably in writing, to the Chief Compliance Officer (CCO), Viking Gas Transmission Company, ONEOK Plaza, 100 West 5th Street, Tulsa, Oklahoma 74103. The CCO or a designee will respond initially to the complainant within 48 hours (exclusive of weekends and holidays), and in writing within 30 days.

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS

A Shipper (herein referred to as "Releasing Shipper") under Rate Schedule FT-A may notify Company that Releasing Shipper desires to be relieved of all or a portion of the TQ as set forth in its then effective Firm Transportation Agreement. A release for the entire remaining term of the Releasing Shipper's Firm Transportation Agreement shall effect either a permanent assignment or a temporary release. If a Releasing Shipper elects a permanent assignment, the assignee ("Replacement Shipper") shall receive all contractual rights associated with the released capacity, including any rights of extension or first refusal associated with the assigned capacity.

If a Releasing Shipper elects a temporary release, all contractual rights associated with the released capacity, including any rights of extension or first refusal associated with the capacity, remain with the Releasing Shipper at the end of the term of the temporary release of all or part of the Releasing Shipper's Transportation Agreement to the Replacement Shipper.

GENERAL TERMS AND CONDITIONS

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.1 Releasing Shipper's Request for Assignment

A Releasing Shipper that desires to release its rights to service on a basis that does not qualify for an exemption from prior posting pursuant to Subsection 21.3 of these General Terms and Conditions, may post directly on Company's System the following information:

(a) Releasing Shipper's name and Firm Transportation Agreement number;

(b) the portion of the Releasing Shipper's TQ to be released (including any minimum acceptable quantity);

(c) the proposed commencement date and term of the release (including any minimum acceptable term);

(d) the amount of the firm capacity to be released at each Primary Point (the total receipt point capacity released shall be equal to the total delivery point capacity released);

(e) the reservation and/or usage rates and all other applicable rates, charges and surcharges for the released service, including any applicable Minimum Rate(s). For releases with a term of one year or less and the release is to take effect on or before one year from the date on which the Releasing Shipper notifies the Company of the release, the reservation and/or usage rates that may be bid may exceed the Maximum Rates for the applicable service being released as set forth on the applicable currently effective tariff sheets;

(f) whether the transportation rights are to be released on a firm or recallable basis and, if on a recallable basis, the specific conditions for recall of the capacity; Pursuant to NAESB WGQ Standard 5.3.7 (Version 1.7): Transportation Service Providers should support the function of reputting by Releasing Shippers. Pursuant to NAESB WGQ Standard 5.3.8 (Version 1.0): Reput method and rights should be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper;

(g) whether contingent bids will be accepted for evaluation and, if so, whether the contingency can extend beyond the Bidding period; if the contingency may extend beyond the Bidding Period, whether, and for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity;

(h) whether the release is contingent on Releasing Shipper's ability to release associated capacity on another pipeline and, if so, all conditions associated with such contingency;

GENERAL TERMS AND CONDITIONS

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.1 Releasing Shipper's Request for Assignment (Continued)

(i) whether bids based on a one part volumetric rate will be accepted and, if so, the method for evaluating one part rate bids vis-a-vis two part rate bids and any special conditions associated with release on a volumetric basis;

(j) any objective, non-discriminatory economic value standard (including tie-breaking methodology) which Releasing Shipper desires Company to utilize to determine the award of released transportation rights as an alternative to the method set forth in Subsection 21.6 of these General Terms and Conditions, including any alternative to the use of a lottery to choose between bids of equal value. If Releasing Shipper wishes such standard to permit more than one Replacement Shipper, Releasing Shipper must set forth the methodology to be used to select more than one winning bidder.

GENERAL TERMS AND CONDITIONS

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.1 Releasing Shipper's Request for Assignment (Continued)

(k) the manner in which any refunds in rates and charges ordered by FERC with respect to the released capacity will be distributed by Releasing Shipper to Replacement Shipper;

(l) whether the Releasing Shipper has made prior arrangements with a person to release to such person such transportation rights ("Prearranged Bidder"). In such event, the Releasing Shipper additionally shall submit:

(i) the identity of the Prearranged Bidder;

(ii) the term, quantity and reservation and/or usage rates and all other applicable rates, charges and surcharges to which the Prearranged Bidder has agreed;

(iii) a statement that the Prearranged Bidder has agreed unconditionally to accept the transportation rights on the terms prescribed in the release; and

(iv) evidence that the Prearranged Bidder meets Company's creditworthiness requirement, unless the Releasing Shipper requests Company to waive the application of such requirement for the Prearranged Bidder and for other Bidders on a non-discriminatory basis and provides Company with a guarantee satisfactory to Company of all financial obligations of the Replacement Shipper under its Released Transportation Agreement prior to commencement of service to the Replacement Shipper.

(m) any other conditions of the release, including whether Releasing Shipper will require Replacement Shipper to indemnify Releasing Shipper in connection with the release, and if so, the terms of the indemnification.

21.2 Replacement Shipper's Request for Assignment

A Shipper that desires to acquire rights to certain transportation service may post on Company's System in accordance with Subsection 21.4(b) of these General Terms and Conditions, a Replacement Shipper's request to release capacity which shall contain the following information:

(a) Replacement Shipper's name;

(b) the TQ desired;

(c) the desired commencement date and term of the transportation service;

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.2 Replacement Shipper's Request for Assignment (Continued)

(d) the desired Primary Receipt and Primary Delivery Point capacity for the transportation service;

(e) whether Replacement Shipper is seeking firm or recallable service.

21.3 Releases Permitted Without Prior Posting

A Releasing Shipper may release some or all of its transportation rights without competitive bidding if its proposed release qualifies under this Subsection 21.3.

(a) Short-Term Release Election

Competitive bidding for released capacity will not be required if:

(i) the release term is for a period of 31 days or less;

(ii) the Releasing Shipper provides Company with the information specified in Subsections 21.1(a), (b), (c), (d), (e), (f), (k) and (m) of these General Terms and Conditions with respect to the short term release as soon as possible, but not later than the first nomination, after the release transaction commences; and

(iii) either the Releasing Shipper acts as agent for the Replacement Shipper with respect to the released capacity and agrees to remain directly liable for all rates, charges and surcharges associated with the released capacity, or prior to the commencement of service the short-term Replacement Shipper enters into a separate Released Transportation Agreement with Company incorporating the information required by Subsection 21.3(a)(ii) of these General Terms and Conditions and establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

Releases made pursuant to this Subsection 21.3(a) may not be rolled-over, renewed or otherwise extended beyond the term of the original capacity release described above in Subsection 21.3(a)(i) to the same Replacement Shipper unless the Releasing Shipper follows the prior posting and bidding procedures or the Replacement Shipper qualifies for any of the other exemptions from the prior posting and bidding procedures pursuant to Subsections 21.3(b), (c), and (d). The Releasing Shipper may use this Subsection 21.3(a) to release the capacity again to the same Replacement Shipper commencing 28 days from the end of the original release.

(b) Maximum Rate Prearranged Bidder

Competitive bidding for released capacity will not be required if a Prearranged Bidder has agreed to pay Company's maximum applicable rates and to the maximum term and quantity stated in the Release Request and the pre-arranged release is for a term of one year or more. Provided that:

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.3 Releases Permitted Without Prior Posting (Continued)

(i) the Releasing Shipper provides Company with the information in accordance with Subsections 21.1(a), (b), (c), (d), (e) (f), (k) and (m) of these General Terms and Conditions as soon as possible, but not later than the first nomination, after the release transaction commences; and

(ii) prior to the commencement of service the Prearranged Bidder enters into a Released Transportation Agreement with Company (a) incorporating the information required by item (i) above and (b) establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

(c) Asset Manager

Competitive bidding for released capacity will not be required if a Prearranged Bidder is an asset manager as defined in 18 C.F.R. 284.8(h)(3). Provided that:

(i) the Releasing Shipper provides Company with the information in accordance with Subsections 21.1 (a), (b), (c), (d), (e), (f), (k) and (m) of these General Terms and Conditions as soon as possible, but not later than the first nomination, after the release transaction commences. In addition, the Releasing Shipper shall notify the Company of the volumetric level of the asset manager's delivery or purchase obligation and the time periods during which that obligation is in effect.

(ii) prior to the commencement of service the Prearranged Bidder enters into a Released Transportation Agreement with Company (a) incorporating the information required by item (i) above and (b) establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

(d) Marketer participating in a state-regulated retail access program

Competitive bidding for released capacity will not be required if a Prearranged Bidder is a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. 284.8(h)(4). Provided that:

(i) the Releasing Shipper provides Company with the information in accordance with Subsections 21.1(a), (b), (c), (d), (e) (f), (k) and (m) of these General Terms and Conditions as soon as possible, but not later than the first nomination, after the release transaction commences. In addition, the Releasing Shipper shall notify the Company that the release is to a marketer participating in a state-regulated retail access program.

(ii) prior to the commencement of service the Prearranged Bidder enters into a Released Transportation Agreement with Company (a) incorporating the information required by item (i) above and (b) establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.4 Posting of Release Requests and Replacement Shipper Requests (Continued)

(a) Releasing Shipper shall post all applicable information required by Subsection 21.1 of these General Terms and Conditions on Company's System, which system will automatically assign an individual release number to such release. The period of time for posting of the information ("Posting Period"), and the period of time during which bids will be received on such release ("Bidding Period"), shall be as set forth in Subsection 21.8 of these General Terms and Conditions.

(b) Releasing Shipper may withdraw its release up to the close of the applicable Bidding Period; provided, however, withdrawal will not be allowed if a valid bid(s) meeting the Releasing Shipper's minimum requirements has been submitted unless such Releasing Shipper can demonstrate a valid basis for such withdrawal which does not work to unduly discriminate against Bidders.

The releasing party has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made. [5.3.16/v1.0]

(c) Replacement Shipper shall post all applicable information required by Subsection 21.2 of these General Terms and Conditions on Company's System. Such requests shall remain posted for a period of four weeks or until a transaction is effected, whichever is the shorter period.

(d) Capacity release facilitator should post offers and bids, including prearranged deals, upon receipt. A Releasing Shipper may request a later posting time for posting of such offer, and the capacity release service facilitator should support such request insofar as it comports with the standard Capacity Release timeline specified in NAESB WGQ Standard No. 5.3.2. Company makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release transportation rights hereunder or of any Replacement Shipper to accept transportation rights hereunder. Company shall not be liable to any party for any damages, of any nature whatsoever, including without limitation any special, incidental, or consequential damages or any other kind that may arise in connection with the posting of information hereunder, except that resulting from the negligence, bad faith, fraud or willful misconduct of Company. [5.3.24/v1.0]

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.5 Bidding for Transportation Rights

(a) Persons that desire to bid on released transportation rights must pre-qualify with Company by entering into a Released Transportation Agreement with Company and by demonstrating creditworthiness, in the same manner and subject to the same standards and procedures as required for firm Shippers under Section 22 of these General Terms and Conditions. The creditworthiness requirement shall be continuing in nature in the same manner and to the same extent as prescribed for firm Shippers under Subsection 22.3.1 of these General Terms and Conditions. Company will waive the creditworthiness requirement on a non-discriminatory basis for Bidders on a release, and permit them to submit Bids, if the Releasing Shipper provides Company with a guarantee satisfactory to Company of all financial obligations of the Replacement Shipper under its Released Transportation Agreement prior to the commencement of service to the Replacement Shipper.

(b) Bidders prequalified pursuant to Subsection 21.5(a) of these General Terms and Conditions may submit Bids during the Bidding Period applicable to a release. All bids must be submitted via Company's System. In transmitting a Bid, Bidders recognize that such Bids will be accessible by other Bidders through the System; provided that the System will be programmed such that upon submission all Bids will be assigned a Bid number and the identity of the Bidder will not be revealed during the Bidding Period. Bidding will be an iterative process in that a Bidder may submit any number of Bids during the Bidding Period; provided that each new submission of a Bid effects the withdrawal of the previous one such that a Bidder may not have more than one Bid in contention for the capacity at the same time. If a Bidder withdraws its Bid by resubmitting a new one, such new Bid must be at a higher rate. Pursuant to NAESB WGQ Standards 5.3.13 (Version 1.0), 5.3.14 (Version 1.0), 5.3.15 (Version 1.0): Bids should be binding until written or electronic notice of withdrawal is received by the capacity release service provider. Offers should be binding until written or electronic notice of withdrawal is received by the capacity release service provider. Bids cannot be withdrawn after the bid period ends. Bids must contain the information on the Bid Form set forth at Sheet No. 135 of this Tariff, including:

(i) the identity of the Bidder (which will be concealed during the Bidding Period);

(ii) the Firm Transportation Agreement number of the Releasing Shipper and release number to which the Bid relates;

(iii) the bid rate(s) that the Bidder is willing to pay for the released transportation rights, which shall be no less than any minimum bid rate(s) specified in the release;

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.5 Bidding for Transportation Rights (Continued)

(iv) the quantity applicable to the Bid, which must be no less than the minimum specified in the release;

(v) the term for which the Bidder wishes to obtain the transportation rights, which must be the same as the term specified in the release, or be no less than any minimum term specified in the release; and

(vi) whether the Bid is contingent and, if so, the basis for the contingency.

All bids must be for the receipt and delivery points specified in the release. The receipt and delivery points awarded a Replacement Shipper in accordance with this Section shall be specified on its Transportation Agreement. Replacement Shipper shall be eligible for the use of secondary points in accordance with the priority afforded the released transportation in accordance with Subsection 3.5 of these General Terms and Conditions.

21.6 Determination of Successful Bidder

Company shall determine the successful bidder in accordance with the following procedures:

(a) If the release specifies an economic value standard for the award of released transportation rights, Company shall apply such standard including any designated tie-breaking procedure if necessary, to determine the successful Bidder. Company's application of Releasing Shipper's economic value standard shall result in as many successful bidders as mandated thereby.

For the capacity release business process timing model, only the following methodologies are required to be supported by capacity release service providers and provided to Releasing Shippers as choices from which they may select and, once chosen should be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of the capacity release service provider. However, the capacity release service provider is not required to offer other choices or similar timeline treatment for other choices, nor, is the capacity release service provider held to the timeline should the Releasing Shipper elect another method of evaluation. [5.3.3/v1.0]

(i) If the Present Value Method is chosen in the release, Company shall evaluate the Bids and award the capacity based on the following procedures. Company shall determine the bid or bids having the highest present value ("PV") based on the following formula:

GENERAL TERMS AND CONDITIONS

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.6 Determination of Successful Bidder (Continued)

$$PV = (\text{Bid Rate}) \times (\text{Bid Quantity}) \times \frac{1-(1+i)^{-n}}{i}$$

where

Bid Rate = for firm releases, the reservation charge which the Bidder has agreed to pay; for interruptible releases, the usage charge which the Bidder has agreed to pay.

Bid Quantity = the quantity stated in the Bid.

i = interest rate per month (which shall be the then current maximum yield on five year U.S. Government Treasury notes divided by 12), (Company will post the current Treasury note rate on its System); and

n = the lesser of (i) the term proposed by the Bidder or (ii) 60 months.

(ii) If the net revenue method is chosen, Company shall determine the bid or bids having the highest net revenue (NR) using the following formula:

NR = (Bid Rate) * (Bid Term) * (Bid TQ)

where

Bid Rate = the daily charge which the Bidder has agreed to pay; for reservation rate bids, the charge is calculated by multiplying the bid rate received from the Bidder by 12/365.

Bid Term = the term proposed by the Bidder in days.

Bid TQ = the TQ stated in the Bid measured in Dekatherms.

(b) If a release includes a Prearranged Bidder, then the released transportation rights shall be awarded to the Prearranged Bidder if its Bid either (a) is equal to or is higher than the Bid with the greatest economic value under the standard submitted by the Releasing Shipper, or (b) has a rate which is equal to or higher than the highest rate of the Bids submitted by all other Bidders, or (c) if the Prearranged Bidder agrees to match any Bid having a greater economic value or higher rate, as applicable, within the time period provided by Subsection 21.7 of these General Terms and Conditions.

(c) If only one Bidder has submitted a Bid which reflects either the greatest economic value or highest rate, as applicable, then the transportation rights shall be awarded to that Bidder, subject to any Prearranged Bidder's exercise of its right of first refusal (matching) as set forth above.

GENERAL TERMS AND CONDITIONS

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.6 Determination of Successful Bidder (Continued)

(d) If two or more Bidders have submitted Bids which reflect the greatest economic value or the highest rate, as applicable, then, subject to any Prearranged Bidder's exercise of its right of first refusal, the released transportation rights will be awarded on the basis of a lottery that is limited to such Bidders, unless the Releasing Shipper has specified an alternative means for awarding the released capacity as between two or more equal bids ("alternative tie breaker"). The winner of the lottery or alternative tie breaker shall be awarded the transportation rights for which it has submitted a Bid. Company will conduct the lottery or alternative tie breaker in a non-discriminatory manner.

(e) Company's application of Company's present value formula and the lottery shall result in only one successful Bidder per release.

When the capacity release service provider makes awards of capacity for which there have been multiple bids meeting minimum conditions, the capacity release facilitator should award the bids, best bid first, until all offered capacity is awarded. [5.3.4]

(f) For informational purposes only, Company shall post on its System the identity of the winning bidder and the terms of the successful bid.

(g) Prior to the commencement of service pursuant to the release, Company shall prepare and transmit to the successful Bidder a Transportation Agreement stating the quantity, rates, term, MDQ at all Primary Receipt Points and the MDQ at all Primary Delivery Points, governing rate schedule, and any special terms and conditions for each awarded release. Releasing Shipper's Transportation Agreement will be amended to reflect that the Releasing Shipper has released all or a portion of its transportation rights.

(h) Company shall not award capacity release offers to Shipper until and unless Shipper meets Company's creditworthiness requirements applicable to all services that it receives from Company, including the service represented by the capacity release. [5.3.59]

21.7 Applicable Deadlines

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]

GENERAL TERMS AND CONDITIONS

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.7 Applicable Deadlines (Continued)

(a) Releasing Shipper shall post the release on Company's System. Releases shall remain posted for the following period:

(b) For biddable releases (less than 1 year) [5.3.2/v1.7]:

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

For biddable releases (1 year or more):

- Offers should be tendered by 12:00 p.m. four Business Days before award;
- open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days);
- evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends and award posting if no match required at 2:00 p.m.;
- match or award is communicated by 2:00 p.m.;
- match response by 2:30 p.m.;

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.7 Applicable Deadlines (Continued)

- where match required, award posting by 3:00 p.m.;

- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For non-biddable releases:

Timely Cycle

- posting of prearranged deals not subject to bid are due by 10:30 a.m.;

- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Evening Cycle

- posting of prearranged deals not subject to bid are due by 5:00 p.m.;

- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intra-day 1 Cycle

- posting of prearranged deals not subject to bid are due by 9:00 a.m.;

- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intra-day 2 Cycle

- posting of prearranged deals not subject to bid are due by 4:00 p.m.;

- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

GENERAL TERMS AND CONDITIONS

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.8 Reassignment of Released Capacity

A Replacement Shipper shall be allowed to release the capacity under its Released Transportation Agreement, provided that the re-release is not inconsistent with the original Releasing Shipper's release. Replacement Shipper seeking to re-release capacity will be subject to the same terms and conditions set forth in this Section that apply to Releasing Shippers as well as any limitations established in the original release of capacity.

Transportation Service Providers should allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations). [5.3.19/v1.0]

8. Reassignment of Released Capacity

A Replacement Shipper shall be allowed to release the capacity under its Released Transportation Agreement, provided that the re-release is not inconsistent with the original Releasing Shipper's release request. Replacement Shipper seeking to re-release capacity will be subject to the same terms and conditions set forth in this Article that apply to Releasing Shippers as well as any limitations established in the original release of capacity. Pursuant to NASEB Standard 5.3.19 (Version 1.5): Transportation service providers should allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations).

GENERAL TERMS AND CONDITIONS

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.9 Submission of Information

Shippers shall submit all necessary information, releases, Replacement Requests and bids to Company via Company's System.

21.10 Marketing of Released Capacity

Company shall have no obligation to market any capacity available to be released 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.

21.11 Further Conditions on Release of Transportation Rights

(a) Persons participating in this release program agree to be bound by and shall comply with the terms and conditions of this Tariff, and all applicable FERC rules, orders and regulations.

(b) All terms and conditions in all releases must be objectively stated, applicable to all Bidders and non-discriminatory.

(c) The minimum term for any release shall be one day and the maximum term shall be the remaining term of the Releasing Shipper's Released Transportation Agreement.

(d) For volumetric releases with a term of more than one year, or for volumetric releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies the Company of the release, the Maximum Rate shall not exceed the daily demand rate for the released capacity. Such Maximum Rate for volumetric releases only applies to the reservation portion for the rate; the Replacement Shipper will also be liable for all applicable usage charges. The Maximum Rates for all other releases with a term of more than one year, or for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies the Company of the release shall be the applicable maximum reservation rate and commodity rate, as well as all other applicable rates, charges and surcharges set forth in this Tariff, notwithstanding any discount to such rates, charges or surcharges then in effect for the Releasing Shipper. To the extent the Commission has a policy providing a Maximum Rate ceiling for capacity releases, for a Shipper that is a Consenting Party under the terms and conditions of the Docket No. RP02-132-000 Stipulation and Agreement, the Maximum Rate ceiling for capacity releases, regardless of the term of the underlying contract, shall be the Category 1 rate applicable to the Rate Schedule of the underlying contract.

(e) All terms and conditions of all releases must be consistent with the terms and conditions of the Releasing Shipper's Agreement and with this Tariff, including the provisions on nominations and scheduling of service and curtailment of service.

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.11 Further Conditions on Release of Transportation Rights (Continued)

(f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination cycle and the Evening Nomination cycle, and recall unscheduled released capacity at the Intra-day 1 and Intra-day 2 Nomination cycles by providing notice to the Company by the following times for each cycle: 8 a.m. CCT for the Timely Nomination cycle; 5:00 p.m. CCT for the Evening Nomination Cycle; 8 a.m. CCT for the Intra-day 1 Nomination cycle, and 3:00 p.m. CCT for the Intra-day 2 Nomination cycle. Notification to Replacement Shippers provided by Company within one hour of receipt of recall notification.

(g) Company may invalidate any release or any bid subsequent to its posting on its System which does not conform in all respects to the requirements of Company's Tariff and such invalidated release or bid shall be deemed null and void.

(h) Notwithstanding any release hereunder, all Releasing Shippers shall remain responsible for payment of the reservation charge for firm transportation service released. The Releasing Shipper shall receive a reservation credit equaling the reservation dollars which Company receives from the Replacement Shipper. The Releasing Shipper will receive credit at the same time Company invoices the Replacement Shipper for the released capacity, provided, if the Replacement Shipper defaults and Company must seek payment from the Releasing Shipper, Company will assess the Releasing Shipper interest at the FERC approved rate. A reservation rate for the purposes of this Section consists of (i) the base reservation rate, and (ii) all applicable surcharges, provided that for releases made on a volumetric basis, the reservation charge shall equal the daily reservation rate multiplied by the applicable quantity plus all applicable surcharges. Any discount from said rate comes first off the surcharges and then off the base reservation rate. Therefore, a Releasing Shipper paying a discounted rate is only entitled to receive any revenues from the release of its capacity that exceed the amount of the applicable surcharges.

(i) Company shall bill Replacement Shipper based upon the rates, charges and surcharges incorporated by Exhibit into the Released Transportation Agreement. For releases with a term of more than one year, or for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies the Company of the release, the commodity charges for the Replacement Shipper will include the maximum commodity rate under the applicable rate schedule including all adjustments. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the invoice, Company shall send an invoice to the Releasing Shipper for all unpaid amounts up to the amount of the Releasing Shipper's [reservation charge, which the Releasing Shipper shall pay to Company with interest thereon, which interest shall be calculated from the date which Company credited the Releasing Shipper for the applicable reservation charges in accordance with h above.

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.11 Further Conditions on Release of Transportation Rights (Continued)

As a courtesy to Releasing Shipper, Company shall endeavor to notify Releasing Shipper of the Replacement Shipper's failure to pay its bill in full when due after Company becomes aware of such failure; provided, however, that Company's inability or failure to provide notice to Releasing Shipper shall not excuse Releasing Shipper from making timely and full payment of the applicable reservation charges. Releasing Shipper shall be responsible for obtaining reimbursement for any such payment from Replacement Shipper. Failure of either the Replacement Shipper or Releasing Shipper to pay bills shall entitle Company to exercise the remedies available under the Firm Transportation Agreement and this Tariff, including suspension of service to the Releasing Shipper and the Replacement Shipper, as well as any other remedies available to Company.

(j) Any increase in Company's rates, charges and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its release for the rates, charges or surcharges for released transportation rights to increase in accordance with any such increases in Company's rates, charges and surcharges. In either circumstance, any refunds of any rates or charges ordered by the FERC shall be paid by Company to the Releasing Shipper and distributed to the Replacement Shipper in the manner specified in the release and incorporated in the Released Transportation Agreement. For releases not subject to the Maximum Rate, i.e., with a term of one year or less and the release is to take effect on or before one year from the date on which the Releasing Shipper notifies the Company of the release, the rate paid by the Replacement Shipper will be deemed to be a final rate and is not subject to refund.

(k) The Replacement Shipper's service under a release shall be subject to and governed by the terms and conditions of the Releasing Shipper's Firm Transportation Agreement and governing rate schedule and the Released Transportation Agreement.

(l) Company shall accept nominations, schedule service, afford priority of service and curtail service based on instructions and communications from the Releasing Shipper and the Replacement Shipper which are consistent with one another and with the terms and conditions of Company's Tariff and their respective Firm Transportation Agreements. In the event that instructions or nominations from the Releasing Shipper and Replacement Shipper are, in Company's sole opinion, inconsistent or conflicting, Company shall use reasonable efforts to contact the Releasing Shipper and Replacement Shipper to resolve the conflicting communications. In the event Company is unable to resolve the conflict prior to the time that it must take the required action, Company shall comply with the instructions of the Releasing Shipper; provided however that such instructions must not be inconsistent with Company's Tariff or the terms of either the Releasing Shipper's or

GENERAL TERMS AND CONDITIONS

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS (Continued)

21.11 Further Conditions on Release of Transportation Rights (Continued)

Replacement Shipper's Firm Transportation Agreement, in Company's sole opinion. The Releasing Shipper will indemnify Company against any claim or suit by the Replacement Shipper, its successors or assigns, arising from any action taken by Company in reliance upon the Releasing Shipper's nominations and instructions and will hold Company harmless for any action taken by Company in reliance upon the nominations and scheduling instructions of the Replacement Shipper. The Replacement Shipper will indemnify Company against any claim or suit by the Releasing Shipper, its successors or assigns, arising from any action taken by Company in reliance upon the nominations and scheduling instructions of the Replacement Shipper and will hold Company harmless for any actions taken by Company in reliance upon the instructions of the Releasing Shipper.

21.12 Nondiscrimination

Company will consider requests for release and bids on a nondiscriminatory basis.

22. REQUESTS FOR SERVICE

Subject to any conditions set forth in the applicable Rate Schedules, this Section shall govern qualification for receipt of service under Rate Schedules FT-A, IT, LMS and PAL.

22.1 Requests for Service

All Shippers requesting transportation service under Rate Schedules FT-A or IT or persons requesting service under PAL and Rate Schedule LMS must provide the information required by this Section 22 and the information necessary to complete the fill in the blank in the applicable form of agreement in order to qualify for service. No request for service will be scheduled until all of the information has been provided. A request for service shall be made no earlier than eleven months prior to the proposed commencement date of service and shall not be accepted unless capacity to render the service is available; provided, however if facilities are required, the request may be made at an earlier date. Requests for service can be made via the System or by fax or in writing to the following address:

Customer Services
Viking Gas Transmission Company
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

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Sheet No. 84 is being reserved for future use.

GENERAL TERMS AND CONDITIONS

22. REQUESTS FOR SERVICE (Continued)

22.2 Modification of Service

Any modification of an existing Agreement shall be requested by Customer's submission of a new request with notation on the request that the service requested is a modification of an existing service. Such request, after having been fully processed and accepted by Company, shall be deemed to have the full force and effect of the underlying Agreement.

22.3 Credit Evaluation

22.3.1 Unless previously provided to Company in the prior three months, a Shipper seeking service from Company under Rate Schedules FT-A, IT, or PAL must provide:

(a) a copy of Shipper's most recent audited financial statement;

(b) a copy of Shipper's most recent twelve months audited financial statement or Annual Report and, if applicable, 10-K form;

(c) a list of Shipper's affiliates, including parent and subsidiaries, if applicable.

22.3.2 In the event Shipper cannot provide the information in Subsection 22.3.1 of these General Terms and Conditions, Shipper shall, if applicable, provide that information for its parent company. Company shall not be required to perform or to continue service under any Rate Schedule on behalf of any Shipper who is or has become insolvent or who, at Company's request, fails within a reasonable period to demonstrate credit worthiness, provided, however, such Shipper may receive service under any Rate Schedule if Shipper prepays for such service or furnishes good and sufficient security, as determined by Company in its reasonable discretion, in an amount equal to the cost of performing the service requested by Shipper for a three month period. For purposes herein, the insolvency of a Shipper shall be conclusively demonstrated evidenced by the filing by Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

GENERAL TERMS AND CONDITIONS

22. REQUESTS FOR SERVICE (Continued)

22.5 Capacity Reserved for Expansion Projects

Notwithstanding any other provision of this Tariff, Company reserves the right, but shall not be obligated, to reserve for expansion projects capacity that is or that will become available. The four types of capacity that Company may reserve subject to the conditions of this Section are as follows:

(1) Capacity posted on Company's System as unsubscribed available capacity;

(2) Capacity posted for bidding pursuant to the provisions of Section 23 of these General Terms and Conditions; provided however that Company's reservation of such capacity shall be conditioned on the existing capacity holder ("Existing Shipper") not retaining such capacity pursuant to the exercise of Existing Shipper's rights of first refusal pursuant to Section 23 of these General Terms and Conditions;

(3) Capacity that is made available to Company for use in an expansion project in accordance with the terms and conditions of an offer by Company to accept permanent releases of capacity to serve an expansion project;

(4) Capacity that is returned to Company by an existing capacity holder at the expiration of that capacity holder's contract term(s).

Company shall post any reserved capacity on its System. The reservation posting shall include, but not be limited to, the following information:

(1) a description of the expansion project for which the capacity is being reserved;

(2) the quantity of capacity being reserved;

(3) the location of the reserved capacity on the pipeline system; and

(4) the estimated in-service date of the expansion project. Company shall make reasonable efforts to update the reservation posting up to the in-service date of the expansion project to reflect any material changes in the scope of the expansion project. Company may only reserve capacity for an expansion project for which an open season has been held or will be held within one (1) year of the date that capacity posted as reserved becomes available on a limited-term basis as set forth below. Company will not, absent Commission approval, accept advance payments to reserve capacity under this Section.

To the extent capacity reserved under this Section is currently available, Company shall make such capacity available for transportation service pursuant to the provisions of Company's FERC Gas Tariff on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term agreements, Company reserves the right to limit any extension rights provided in the Firm Transportation Agreement or under Company's FERC Gas Tariff commensurate with the proposed in-service date of the expansion project. Company will indicate in any open season posting of the capacity any limitations on extension rights that will apply to such limited-term transportation service.

GENERAL TERMS AND CONDITIONS

22. REQUESTS FOR SERVICE (Continued)

22.4 Creditworthiness Notices

22.4.1 Company Responsibilities

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

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

(c) Upon receipt from Customer of all credit information provided, Company shall notify Customer's authorized representative(s) that it has received such information. Company and Customer may mutually agree to waive this requirement. [0.3.6]

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

(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 22 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

(iv) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to this Section 22. [5.3.60]

GENERAL TERMS AND CONDITIONS

22. REQUESTS FOR SERVICE (Continued)

22.4 Creditworthiness Notices (Continued)

22.4.2 Customer Responsibilities

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

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

(c) Customer's authorized representative(s) shall respond to Company's request for credit information, as allowed by this Section 22 on or before the due date specified in the request. Customer shall provide all the credit information requested by Company or provide the reason(s) why any of the requested information was not provided. [0.3.5]

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

22.4.3 Designating Notice Representatives

Company's and Customer's authorized creditworthiness representative(s) for Internet E-mail notifications, responses and requests as described in this Section 22 shall be established by initiating a request as prescribed on Company's Customer Activity site.

In complying with the creditworthiness-related notifications pursuant to this Section 22 and Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper and Company may mutually agree to other forms of communication in lieu of Internet E-mail notification. [0.3.10]

GENERAL TERMS AND CONDITIONS

23. EXTENSION OF LONG TERM FIRM TRANSPORTATION AGREEMENTS

23.1 If a Shipper, prior to the expiration of a Maximum Rate Firm Transportation Agreement for 12 or more consecutive months of service, or a Maximum Rate multi-year seasonal Firm Transportation Agreement for services not offered by Company for a full twelve months, elects to extend the Firm Transportation Agreement for less than the automatic extension period provided therein or if the Firm Transportation Agreement contains no automatic extension provision, then Company, at its option, shall either accept Shipper's requested extension period or shall require Shipper to exercise its right-of-first-refusal by making the capacity under the Firm Transportation Agreement available in accordance with the following procedures:

(a) Shipper shall notify Company that Shipper elects to exercise the right-of-first-refusal by providing Company written notice no later than the date specified in the Firm Transportation Agreement by which the Shipper is required to provide notice that it is terminating the Firm Transportation Agreement. If the Firm Transportation Agreement does not specify a date by which Shipper must give notice that it is terminating the Firm Transportation Agreement, then Shipper shall notify Company that Shipper elects to exercise the right-of-first-refusal no later than six months prior to the expiration of the current Firm Transportation Agreement. No later than four months prior to the expiration of the current Firm Transportation Agreement, Company shall post the capacity for bidding on its System. The capacity will remain posted on the System for a minimum of 20 days ("Bidding Period") with such posting containing the following information with respect to the capacity:

(i) daily and other applicable quantity limitations of capacity available;

(ii) receipt and delivery points;

(iii) maximum reservation charge;

(iv) any applicable restrictions; and

(v) the last day of the Bidding Period.

(b) During the Bidding Period, Company shall accept requests for all or a portion of Shipper's capacity from any prospective Shipper that has submitted a valid request for service under Section 22; provided, however, that for purposes of this Section, requests for service may be made earlier than ninety days prior to the commencement of service and shall be made in accordance with the Bidding Period. Upon conclusion of the Bidding Period, Company shall evaluate the bids in accordance with the present value formula set forth for the evaluation of bids under Company's capacity release mechanisms.

GENERAL TERMS AND CONDITIONS

23. EXTENSION OF LONG TERM FIRM TRANSPORTATION AGREEMENTS (Continued)

23.1 (Continued)

(c) Within five days after the close of the Bidding Period, Company shall notify Shipper of the bid having the highest present value to Company ("Highest Bid"). Shipper shall have 15 days after receiving notice of the Highest Bid to notify Company as to whether it will match the Highest Bid; and provided further that Shipper shall not have to match any bid rate higher than the maximum applicable rate. If the Shipper elects to match the Highest Bid, it must execute a new Transportation Agreement that contains the terms of the Highest Bid.

(d) This Section is subject to the provisions of Section 22 regarding the reservation of capacity for expansion projects.

23.2 Company shall not be obligated and it shall be within Company's sole discretion to tender, execute or continue a Firm Transportation Agreement at any rate less than the applicable Maximum Rate for the service requested. Company and Shipper must agree to any rate requested at less than the applicable Maximum Rate before Company becomes obligated to tender, execute or continue a Firm Transportation Agreement for service at any rate less than the applicable Maximum Rate.

23.3 In the event that a Shipper exercises its right-of-first refusal so as to retain capacity for a period of less than a year, Shipper shall have no further rights-of first refusal with respect to the subject capacity.

23.4 If Company receives no acceptable bids on the capacity, then Shipper may continue to receive service at the Maximum Rate for the term elected by Shipper or such other rate and/or term as agreed to by Company.

GENERAL TERMS AND CONDITIONS

24. INCORPORATION IN RATE SCHEDULES AND AGREEMENTS

These General Terms and Conditions are incorporated in and are a part of Company's Rate Schedules and Agreements. To the extent there is any inconsistency between terms in these General Terms and Conditions and terms in Company's Rate Schedules or Agreements, these General Terms and Conditions shall govern.

25. NORTH AMERICAN ENERGY STANDARDS BOARD WORKING GAS QUADRANT (NAESB WGQ) STANDARDS

Company hereby incorporates into this FERC Gas Tariff, by reference, the following NAESB WGQ standards required by the Commission in 18 CFR Part 284.12(a) and related definitions:

NAESB WGQ Standards, Definitions, and Principles (Version 1.8) 0.1.1, 0.1.2, 0.1.3, 0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.7, 1.1.9, 1.1.10, 1.1.11, 1.1.13, 1.1.14, 1.1.15, 1.1.16, 1.1.17, 1.1.18, 1.1.20, 1.1.21, 1.1.22, 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.17, 1.2.18, 1.2.19, 1.3.2(vi), 1.3.4, 1.3.7, 1.3.8, 1.3.17, 1.3.18, 1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.1.6, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.9, 2.3.17, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.28, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.2.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18, 3.1.1, 3.1.2, 3.3.1, 3.3.2, 3.3.3, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.1.2, 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, 4.1.37, 4.1.38, 4.1.39, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.2.1, 5.2.2, 5.2.3, 5.3.5, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 6.3.1, 6.3.2, 6.3.3, 6.3.4., 6.5.4, 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6, 10.1.7, 10.1.8, 10.1.9, 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, and 10.3.25.

GENERAL TERMS AND CONDITIONS

26. FUEL AND LOSSES RETENTION ADJUSTMENT (Continued)

26.2 Fuel and Losses Retention Adjustment (Continued)

26.2.3 Definitions

(a) Seasonal Period

The seven month period beginning each April 1 and ending each October 31 (summer period) and the five month period beginning each November 1 and ending each March 31 (winter period).

(b) Actual Gas Required for Operations (GRO)

Actual gas used in Company's operations including all gas otherwise used, lost or unaccounted for.

(c) Estimated GRO

The sum of the monthly average Actual GRO quantities for the latest three years of a Seasonal Period adjusted, where necessary, for known variations from actual experience.

(d) Estimated Quantities

The sum of the monthly average actual quantity determinants, to which Company allocates or assigns GRO quantities, for the latest three years of a Seasonal Period adjusted, where necessary, for known variations from actual experience.

26.2.4 Determination of the Current FLRPs

Company shall determine the Current FLRPs for each Seasonal Period by the following procedures:

(a) The Estimated GRO quantities shall be summed with the forecasted balance accumulating in the Deferred GRO Account as of the day immediately preceding the effective date of the change in the FLRP rates. Such resulting quantity shall be allocated to or assigned among zones in accordance with the allocation methods and principles in effect on Company's system.

(b) The quantities determined in Subsection 26.2.4(a) of these General Terms and Conditions will be divided by the Estimated Quantity determinants, as appropriate.

(c) Company shall maintain the Deferred GRO Account in accordance with the following procedures:

(1) Company shall determine each month the Actual GRO quantities.

(2) Each month, Company shall determine the actual recovery of GRO quantities by multiplying, as applicable, Company's FLRPs by the appropriate quantity determinants.

(3) Each month, Company shall determine the difference, positive or negative, between the quantities computed in Subsections 26.2.4(c)(1) and 26.2.4(c)(2) of these General Terms and Conditions. The resulting difference shall be recorded each month in a Deferred GRO Account.

GENERAL TERMS AND CONDITIONS

27. LOAD MANAGEMENT COST RECONCILIATION ADJUSTMENT

27.1 General

This Section of these General Terms and Conditions sets forth the mechanism to reconcile through surcharges or credits, as appropriate, differences between the cost to Company to maintain its line pack gas and the amounts Company receives or pays for such gas arising out of the purchase and sale of such gas (1) to resolve Balancing Party imbalances as provided for pursuant to Rate Schedule LMS; (2) to resolve imbalances associated with OBAs at interstate pipeline interconnects; and/or (3) as may be otherwise necessary to maintain an appropriate level of line pack for system management purposes. Line pack added for new facilities will be accounted for in Account 101 in accordance with Commission regulations.

27.2 Definitions

Load Management Annual Period - The twelve month period beginning each April 1.

Load Management Deferred Period - The twelve month period ending each December 31.

27.3 Load Management Cost Reconciliation Deferred Account

Effective January 1, 1999, Company shall maintain Account 806.1 as a Load Management Cost Reconciliation Deferred Account ("Load Management Deferred Account") in the manner described below:

Company shall debit to Account 806.1 the actual purchase cost of line pack gas and credit to Account 806.1 cash receipts from the sale of such gas as necessary (1) to resolve Balancing Party imbalances as provided for pursuant to Rate Schedule LMS; (2) to resolve imbalances associated with OBAs at interstate pipeline interconnects; and/or (3) as may be otherwise necessary to maintain an appropriate level of line pack for system management purposes.

GENERAL TERMS AND CONDITIONS

27. LOAD MANAGEMENT COST RECONCILIATION ADJUSTMENT (Continued)

27.4 Load Management Cost Reconciliation

(a) Upon completion of the end of the twelfth full calendar month of the Load Management Deferred Period, Company shall calculate the amounts to be refunded or surcharged adjusted to reflect carrying charges calculated in accordance with Section 154.501 of the Commission's Regulations. Company shall refund if the adjusted Load Management Deferred Account balance is a credit. Company shall surcharge if the adjusted Load Management Deferred Account balance is a debit.

(b) Company shall divide the balance to be surcharged or refunded by the aggregate absolute value in quantities in Dth for which Company provided service under its LMS Rate Schedule during the Load Management Deferred Period to calculate the "Load Management Cost Reconciliation Adjustment - Surcharge or Refund."

(c) Company shall file the "Load Management Cost Reconciliation Adjustment - Surcharge or Refund" with the Federal Energy Regulatory Commission at least thirty Gas Days prior to each April 1 that is the beginning of the Load Management Annual Period.

(d) The Surcharge or Refund shall be shown on the Statement of Rates of Company's FERC Gas Tariff as an adjustment to Company's Rate Schedule LMS rate.

(e) The total amount of any such refunds applied during any month under the "Load Management Cost Reconciliation Adjustment - Surcharge or Refund" shall be debited to the Load Management Deferred Account and the total amount of any such surcharges collected during any month under the "Load Management Cost Reconciliation Adjustment - Surcharge or Refund" shall be credited to the Load Management Deferred Account.

27.5 Termination of the Load Management Cost Reconciliation Adjustment

In the event that the Load Management Cost Reconciliation Adjustment is terminated, the balance remaining in the Load Management Deferred Account as adjusted to reflect carrying charges calculated in accordance with Section 154.501 of the Commission's Regulations, if a debit, shall be billed and, if a credit, shall be refunded to Balancing Parties on the basis of LMS DDQ demand; provided that Balancing Parties with no DDQ shall have an imputed DDQ of 100 Dth.

28. TERMINATION OF INTERRUPTIBLE AGREEMENTS

A Shipper's Transportation Agreement pursuant to Rate Schedule IT or Rate Schedule PAL Agreement shall terminate if a Shipper for the previous twelve (12) months has not had gas scheduled under any of its Transportation Agreement(s) or PAL Agreement(s) with Company provided Company has provided Shipper thirty (30) days prior written notice of the termination.

GENERAL TERMS AND CONDITIONS

29. UNAUTHORIZED OVERRUNS AND PENALTY REVENUE CREDITS

29.1 OFO Penalties

(a) On any Gas Day when a delivery point Balancing Party takes gas outside of the daily limits established under an Operational Flow Order ("OFO") applicable to a delivery point(s) or a receipt point Balancing Party delivers gas outside of the daily limit established under an OFO applicable to a receipt point(s), such Balancing Party shall be subject to an unauthorized overrun penalty charge applicable to each Dth of excess quantities taken or delivered beyond a two (2) percent allowable variation. The daily limit shall be the adjusted TQ applicable to a specified receipt or delivery point(s) pursuant to the OFOs under Section 8 of these General Terms and Conditions of Company's Tariff, as notified to Balancing Party. The penalty charge shall be computed based on a price per Dth equal to three times the midpoint price for Emerson, Viking GL published in the Daily price survey in Platts Gas Daily for the flow day on which the OFO is issued. In the event Platts Gas Daily does not publish a price at Emerson, Viking GL, the penalty charge shall be computed based on a price per Dth equal to three times the sum of the midpoint price for TCPL Alberta, AECO plus the maximum interruptible transportation toll set forth in TransCanada Pipelines Limited Canadian Mainline Gas Transportation Tariff under IT Toll Schedule, including all applicable surcharges and fuel, applicable to deliveries from Empress, Alberta, Canada to Company at Emerson, Manitoba, Canada (such sum will be converted to U.S. dollars using the conversion factor listed in Platts Gas Daily applicable on the OFO flow day).

(b) All penalty revenues received by Company in accordance with this Section 29 that are in excess of Company's costs, including but not limited to administrative costs, will be credited annually when such net penalty revenues are in excess of $10,000 to Balancing Parties who are in compliance with OF0s. Such net penalty revenue credits will be credited to such Balancing Parties based on scheduled quantities not received due to the failure of other Balancing Parties to comply with OFOs during the OFO period of the year in which the net penalty revenues were received. Credits shall include net penalty revenues plus interest calculated in accordance with Section 154.501 of FERC's regulations.

(c) The payment of unauthorized overrun penalties does not create the right to exceed the levels established by an OFO.

29.2 Monthly Imbalance Tolerance Penalties

To the extent that Balancing Parties exceed the five (5) percent monthly imbalance tolerance set forth in Section 5 of Company's Rate Schedule LMS and such Balancing Parties are assessed penalties in excess of 100 percent of the average monthly index, Company shall credit such penalty revenues that are in excess of Company's costs, including but not limited to administrative costs, when such net penalty revenues are in excess of $10,000 on an annual basis to Balancing Parties who comply with the balancing requirements on a pro rata basis per scheduled quantities. Credits shall include net penalty revenues plus interest calculated in accordance with Section 154.501 of FERC's regulations.

GENERAL TERMS AND CONDITIONS

30. SEGMENTATION AND RECEIPT AND DELIVERY POINTS

30.1 Flexible Point Rights

(a) A Shipper may request primary points ("Primary Points") under Company's firm Rate Schedules. Each Primary Point agreed to by Shipper and Company shall be identified in Exhibit A of the Firm Transportation Agreement along with the MDQ that is applicable to that Primary Point. The sum of the quantities of gas from the Primary Delivery Points, specified in the Firm Transportation Agreement may not exceed the firm TQ stated in the Firm Transportation Agreement.

(b) Relocation of Primary Point Rights

A Shipper may submit a request to amend its Firm Transportation Agreement to change any Primary Point or to modify the quantity of gas assigned to any Primary Point. Such request may be submitted once in any 15 day period. Changes to the Firm Transportation Agreement shall not reduce the economic value of the Firm Transportation Agreement to Company without Company's written consent. Company shall evaluate such requests to amend its Firm Transportation Agreement based on the availability of capacity at such point, the operational needs of its system and the requirements of its FERC Gas Tariff.

30.2 Segmentation Rights

(a) Segmentation via Nomination Process

The Shipper may use the nomination process to segment capacity. To segment its Primary Path into two or more discrete segments for its own use or in connection with a capacity release pursuant to Section 21 of these General Terms and Conditions, the Shipper must nominate a receipt point and a corresponding delivery point up to the MDQ applicable to each proposed segment of the Primary Path as provided in Subsections 30.4 and 30.5 of these General Terms and Conditions. Company shall schedule nominations for receipt points and delivery points subject to the availability of capacity on Company's system, Company's operational requirements and the requirements of this Section and its FERC Gas Tariff. All receipt points must be located at a physical point of interconnection between Company and another pipeline.

30. SEGMENTATION AND RECEIPT AND DELIVERY POINTS (Continued)

30.4 Primary Receipt Point Rights

A Shipper may nominate subject to the provisions of Section 3 of the General Terms and Conditions quantities of gas to be transported under a firm Rate Schedule from any Primary Receipt Point identified in the Firm Transportation Agreement up to the quantity of gas assigned to such receipt point in the Firm Transportation Agreement.

(a) If the Shipper's Firm Transportation Agreement has not been released pursuant to Section 21 of the General Terms and Conditions, the sum of the quantities of gas nominated by the Shipper from any Secondary Receipt Point(s), together with the sum of the quantities of gas nominated from a Primary Receipt Point(s), adjusted for fuel and losses, shall not exceed the MDQ for the Primary Path(s) allowed by Shipper's Firm Transportation Agreement; provided, however, if the Shipper uses two or more discrete pipeline segments on a Primary Path, the sum of the quantities of gas nominated by the Shipper from all receipt point(s) may exceed the MDQ for that Primary Path allowed by the Firm Transportation Agreement so long as the quantities nominated for transportation at any location on the pipeline system do not exceed the MDQ applicable to such segment of that Primary Path.

(b) If the Shipper's Firm Transportation Agreement has been released to a Replacement Shipper pursuant to Section 21 of these General Terms and Conditions:

(i) the sum of the quantities of gas nominated by the Replacement Shipper from any Secondary Receipt Point(s), together with the sum of the quantities of gas nominated from Primary Receipt Point(s), adjusted for fuel and losses, shall not exceed the MDQ for the Primary Path(s) allowed by Replacement Shipper's Firm Transportation Agreement; provided, however, if the Replacement Shipper uses two or more discrete pipeline segments on a Primary Path, the sum of the quantities of gas nominated by the Replacement Shipper from all receipt point(s) may exceed the MDQ for that Primary Path allowed by the Firm Transportation Agreement so long as the quantities nominated for transportation at any location on the pipeline system do not exceed the MDQ applicable to such segment of that Primary Path; and

(ii) the sum of the quantities of gas nominated by the Releasing Shipper from any Secondary Receipt Point(s), together with the sum of the quantities of gas nominated from Primary Receipt Point(s), adjusted for fuel and losses, shall not exceed the MDQ for the unreleased portion of the Releasing Shipper's Primary Path(s) as allowed by the Releasing Shipper's Firm Transportation Agreement; provided, however that where a Releasing Shipper releases a segment or segments of its service rights on a Primary Path, the Releasing Shipper may nominate for transportation on any day, up to the MDQ for the unreleased segment of that Primary Path as allowed by its Firm Transportation Agreement applicable to that segment of the Primary Path wherein it has retained Transportation rights.

30. SEGMENTATION AND RECEIPT AND DELIVERY POINTS (Continued)

30.4 Primary Receipt Point Rights (Continued)

(iii) The Releasing Shipper and the Replacement Shipper may nominate overlapping quantities of gas, adjusted for fuel and losses, provided the overlapping quantities nominated do not exceed the MDQ allowed by the Firm Transportation Agreement. If the Releasing Shipper and the Replacement Shipper nominate quantities of gas in segments that overlap, the quantities shall be scheduled in accordance with the priority stipulated by the Releasing Shipper as a condition of its release. In the event the Releasing Shipper does not stipulate a priority as a condition of its release, priority shall be given to the Releasing Shipper when the nominations exceed the MDQ allowed by the underlying Firm Transportation Agreement. Any nominations in excess of the MDQ level agreed to by Company in the underlying Firm Transportation Agreement shall be treated as a request for overrun service as provided in Subsection 30.7 of these General Terms and Conditions.

30.5 Primary Delivery Points

A Shipper may nominate subject to the provisions of Section 3 of these General Terms and Conditions, quantities of gas to be delivered under a firm Rate Schedule to any Primary Delivery Point identified in the Firm Transportation Agreement up to the quantity of gas assigned to such Delivery Point in the Firm Transportation Agreement.

(a) If the Shipper's Firm Transportation Agreement has not been released pursuant to Section 21 of the General Terms and Conditions, the sum of the quantities of gas nominated by the Shipper to any Secondary Delivery Point(s), together with the sum of the quantities of gas nominated to Primary Delivery Point(s) shall not exceed the MDQ for the Primary Path(s) allowed by Shipper's Firm Transportation Agreement; provided, however, if the Shipper uses two or more discrete pipeline segments on a Primary Path, the sum of the quantities of gas nominated by the Shipper to all Delivery Point(s) may exceed the MDQ for that Primary Path allowed by the Firm Transportation Agreement so long as the quantities nominated for transportation at any location on the pipeline system do not exceed the MDQ applicable to such segment of that Primary Path.

(b) If the Shipper's Firm Transportation Agreement has been released to a Replacement Shipper pursuant to Section 21 of these General Terms and Conditions:

(i) the sum of the quantities of gas nominated by the Replacement Shipper to any Secondary Delivery Point(s), together with the sum of the quantities of gas nominated to Primary Delivery Point(s) shall not exceed the MDQ for the Primary Path(s) allowed by the Replacement Shipper's Firm Transportation Agreement; provided, however, if the Replacement Shipper uses two or more discrete pipeline segments on a Primary Path, the sum of the quantities of gas nominated by the Replacement Shipper to all delivery point(s) may exceed the MDQ for that Primary Path allowed by the Firm Transportation Agreement so long as the quantities nominated for transportation at any location on the pipeline system do not exceed the MDQ applicable to such segment of that Primary Path; and

30. SEGMENTATION AND RECEIPT AND DELIVERY POINTS (Continued)

30.5 Primary Delivery Points (Continued)

(ii) the sum of the quantities of gas nominated by the Releasing Shipper to any Secondary Delivery Point(s), together with the sum of the quantities of gas nominated to Primary Delivery Point(s) shall not exceed the MDQ for the unreleased portion of the Releasing Shipper's Primary Path(s) as allowed by the Releasing Shipper's Firm Transportation Agreement; provided, however that where a Releasing Shipper releases a segment or segments of its service rights on a Primary Path, the Releasing Shipper may nominate for transportation on any day, up to the MDQ for the unreleased segment of that Primary Path as allowed by its Firm Transportation Agreement applicable to that segment of the Primary Path wherein it has retained service rights.

(iii) The Releasing Shipper and the Replacement Shipper may nominate overlapping quantities of gas, adjusted for fuel and losses, provided the overlapping quantities nominated do not exceed the MDQ allowed by the Firm Transportation Agreement. If the Releasing Shipper and the Replacement Shipper nominate quantities of gas in segments that overlap, the quantities shall be scheduled in accordance with the priority stipulated by the Releasing Shipper as a condition of its release. In the event the Releasing Shipper does not stipulate a priority as a condition of its release, priority shall be given to the Releasing Shipper when the nominations exceed the MDQ allowed by the underlying Firm Transportation Agreement. Any nominations in excess of the MDQ level agreed to by Company in the underlying Firm Transportation Agreement shall be treated as a request for overrun service as provided in Subsection 30.7 of these General Terms and Conditions.

30.6 Direction of Flow

The direction of flow for path segments must be the same direction of flow as for the Primary Path unless Company otherwise consents. A Shipper may segment a backhaul, but such segmentation shall be subject to review by Company on a case-by-case basis as to whether a backhaul on each resulting segment is operationally feasible. The Shipper (or Replacement Shipper in the case of a release) may nominate service at receipt and delivery points for the path segment that results in a reverse direction from the Primary Path; however, a forward haul will be treated as being outside of the path and the use of the point will be on a secondary basis if the Primary Path is a backhaul and a backhaul will be treated as being outside of the path and the use of the point will be on a secondary basis if the Primary Path is a forward haul. Subject to the availability of point capacity and to Company's nomination procedures, deliveries may be made at the same point at the same time for a forward haul up to contract demand on the upstream segment and a backhaul up to contract demand on the downstream segment; provided that the Primary Path direction will have priority at the point if the point capacity is not adequate and the non-Primary Path will use the point on a secondary basis.

GENERAL TERMS AND CONDITIONS

32. NON-CONFORMING AGREEMENTS

1. J.R. Simplot Company, Firm Gas Transportation Agreement dated May 1, 2004. Agreement No. AF0070.

2. Centerpoint Energy Resources Corp. d/b/a CenterPoint Energy Minnesota Gas, Firm Gas Transportation Agreement dated May 15, 2000. Agreement No. AF0033.

3. Northern States Power Company, a Wisconsin Corporation, Gas Transportation Agreement dated June 1, 1994. Agreement No. AF0023 (formerly referred to as Agreement No. 6966).

4. Northern States Power Company, a Minnesota Corporation, Gas Transportation Agreement dated June 1, 1994. Agreement No. AF0044 (formerly referred to as Agreement No. 7072).

5. Wisconsin Electric Power Company, Gas Transportation Agreement dated November 1, 1995. Agreement No. AF0031 (formerly referred to as Agreement No. 7747).

6. Wisconsin Power & Light Company, Gas Transportation Agreement dated November 1, 1995. Agreement No. AF0028 (formerly referred to as Agreement No. 7745).

7. City of Argyle, Minnesota, Firm Gas Transportation Agreement dated November 1, 1994. Agreement No. AF0002.

8. Cardinal FG Company, Firm Gas Transportation Agreement dated March 9, 2001. Agreement No. AF0003.

9. The City of Hawley, Minnesota, Firm Gas Transportation Agreement dated November 1, 1993. Agreement No. AF0004.

10. The City of Perham, Minnesota, Firm Gas Transportation Agreement dated November 1, 1993. Agreement No. AF0005.

11. The City of Warren, Minnesota, Firm Gas Transportation Agreement dated November 1, 1994. Agreement No. AF0006.

12. The City of Lake Park, Minnesota, Firm Gas Transportation Agreement dated November 1, 1994. Agreement No. AF0007.

13. City of Hallock, Minnesota, Firm Gas Transportation Agreement dated November 1, 1994. Agreement No. AF0008.

14. City of New York Mills, Minnesota, Firm Gas Transportation Agreement dated November 1, 1994. Agreement No. AF0009.

15. Great Plains Natural Gas Company, a division of MDU Resources Group, Inc., Firm Gas Transportation Agreement dated November 1, 1993. Agreement No. AF0010.

16. City of Stephen, Minnesota, Firm Gas Transportation Agreement dated November 1, 1994. Agreement No. AF0011.

17. St. Croix Valley Natural Gas Company, Inc., Firm Gas Transportation Agreement dated March 6, 2001. Agreement No. AF0020.

18. Midwest Natural Gas, Inc., Firm Gas Transportation Agreement dated March 19, 2001. Agreement No. AF0021.

19. Wisconsin Gas LLC, Firm Gas Transportation Agreement dated November 1, 1993. Agreement No. AF0022.

GENERAL TERMS AND CONDITIONS

33. CONDITIONS FOR FIRM TRANSPORTATION QUANTITY REDUCTION

If Shipper is a local distribution company that provides documentation satisfactory to Company that it has experienced a verifiable market loss, including conversion from Shipper's system sales service, as a result of the unbundling of firm retail natural gas supply and transportation services as approved by any applicable state regulatory commission, Shipper shall be granted the right to reduce the Transportation Quantity set forth in Exhibit A of its applicable firm transportation agreement. Unless otherwise mutually agreed, such reduction must be accompanied by a pro rata reduction to all other firm contract quantity Shipper holds on other interstate pipelines. Such Transportation Quantity reduction, shall be granted upon two (2) years prior written notice.

GENERAL TERMS AND CONDITIONS

26. FUEL AND LOSSES RETENTION ADJUSTMENT

26.1 Fuel and Losses

The quantity of gas retained by Company for fuel and losses shall be equal to the amount established pursuant to NAESB WGQ Standard 1.3.16: Where fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be (1-fuel %/100) multiplied by receipt quantity = delivery quantity. The fuel and loss retention percentages (FLRP) shall equal the applicable percentages shown on the effective Statement of Rates in Company's FERC Gas Tariff; provided, however, (i) for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses shown on the Statement of Rates and (ii) the fuel percentage may be reduced to any level not less than the actual fuel required for a transaction. Pursuant to NAESB WGQ Standard 1.3.15: When the fuel reimbursement method is fuel in-kind, the results of the fuel reimbursement calculations for the nomination process should be rounded to the nearest Dekatherm or Gigajoule (Canada).

26.2 Fuel and Losses Retention Adjustment

26.2.1 General

This Section of the General Terms and Conditions sets forth the procedures to reflect changes in Company's fuel and loss retention percentages (FLRPs) applicable to Company's transportation services, including Rate Schedules FT-A, IT, LMS, and AOT, under which Company retains fuel.

26.2.2 Conditions

(a) The FLRPs set forth in Company's Tariff may be increased to reflect a net positive change in FLRPs and shall be decreased to reflect a net negative change in FLRP's.

(b) Company shall file with the Federal Energy Regulatory Commission to reflect net changes in FLRPs at least 30 days prior to each April 1 and November 1 which is the beginning date for each Seasonal Period.

Sheet No. 87E.01 is being reserved for future use.

GENERAL TERMS AND CONDITIONS

30. SEGMENTATION AND RECEIPT AND DELIVERY POINTS (Continued)

30.7 Treatment of Authorized Overrun

The overrun provisions of this Tariff shall apply to each segment and the associated Primary Point and Secondary Point rights. To the extent a Shipper schedules a quantity of gas in excess of the MDQ for the Primary Path or any segment thereof agreed to by Company under the Firm Transportation Agreement, such quantity would be treated as a request for overrun service. To the extent Shippers nominate and schedule capacity such that an overlap occurs on any segment of Company's system, such Shippers will be subject to the overrun provisions of this Tariff consistent with the requirements of Subsections 30.4(b)(iii) and 30.5(b)(iii) of these General Terms and Conditions.

31. 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 which can be found on Company's Web Site (www.vgt.oneokpartners.com) under Customer Activities.

32. NON-CONFORMING AGREEMENTS (CONTINUED)

1. Wisconsin Public Service Corp., Firm Transportation Agreement dated November 1, 1995. Agreement No. AF0024.

2. Wisconsin Gas LLC, Firm Gas Transportation Agreement dated March 28, 2000. Agreement No. AF0025.

3. Wisconsin Public Service Corporation, Firm Gas Transportation Agreement dated November 1, 1995. Agreement No. AF0027.

4. Northern States Power Company, a Wisconsin Corporation, Firm Gas Transportation Agreement dated November 1, 1993. Agreement No. AF0029.

5. Wisconsin Public Service Corporation, Firm Gas Transportation Agreement dated November 1, 2000. Agreement No. AF0030.

6. CenterPoint Energy Gas Services, Inc., Firm Gas Transportation Agreement dated January 26, 1996. Agreement No. AF0034.

7. Northern States Power Company, a Minnesota Corporation, Firm Gas Transportation Agreement dated November 1, 1999. Agreement No. AF0035.

8. Northern States Power Company, a Minnesota Corporation, Firm Gas Transportation Agreement dated October 31, 1996. Agreement No. AF0036.

9. Integrys Energy Services, Inc., Firm Gas Transportation Agreement dated November 2, 2005. Agreement No. AF0048.

10. Great Plains Natural Gas Company, a division of MDU Resources Group, Inc., Firm Gas Transportation Agreement dated June 1, 2003. Agreement No. AF0049.

11. CenterPoint Energy Gas Services, Inc., Firm Gas Transportation Agreement dated June 1, 2003. Agreement No. AF0050.

12. Northern States Power Company, a Wisconsin Corporation, Firm Gas Transportation Agreement dated March 30, 2003. Agreement No. AF0053.

13. Wisconsin Gas LLC, Firm Gas Transportation Agreement dated October 15, 2003. Agreement No. AF0059.

14. Cornerstone Energy, Inc., Firm Gas Transportation Agreement dated October 8, 2003. Agreement No. AF0061.

15. Wisconsin Gas LLC, Firm Gas Transportation Agreement dated November 1, 2003. Agreement No. AF0063.

16. CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Minnesota Gas, Firm Gas Transportation Agreement dated January 1, 2004. Agreement No. AF0071.

17. Husky Gas Marketing Inc., Firm Gas Transportation Agreement dated November 4, 2004. Agreement No. AF0079.

18. Husky Gas Marketing Inc., Firm Gas Transportation Agreement dated November 4, 2004. Agreement No. AF0080.

19. Michigan Consolidated Gas Company, Firm Transportation Agreement dated December 1, 2004. Agreement No. AF0081.

20. Northern States Power Company, a Wisconsin Corporation, Firm Transportation Agreement dated January 24, 2005. Agreement No. AF0082.

GENERAL TERMS AND CONDITIONS

32. NON-CONFORMING AGREEMENTS (CONTINUED)

1. Midwest Natural Gas, Inc., Firm Transportation Agreement dated March 30, 2006. Agreement No. AF0115.

2. US Energy, Firm Gas Transportation Agreement dated January 1, 2004. Agreement No. AF0142.

3. US Energy, Firm Gas Transportation Agreement dated January 1, 2004. Agreement No. AF0144.

4. Northern States Power Company - Wisconsin, Firm Gas Transportation Agreement dated June 1, 1994. Agreement No. AT0001.

5. Northern States Power Company, Firm Gas Transportation Agreement dated June 1, 1994. Agreement No. AT0002.

GENERAL TERMS AND CONDITIONS

32. NON-CONFORMING AGREEMENTS (CONTINUED)

1. Midwest Natural Gas, Inc., Firm Transportation Agreement dated March 30, 2006. Agreement No. AF0115.

2. US Energy, Firm Gas Transportation Agreement dated January 1, 2004. Agreement No. AF0142.

3. US Energy, Firm Gas Transportation Agreement dated January 1, 2004. Agreement No. AF0144.

4. Northern States Power Company - Wisconsin, Firm Gas Transportation Agreement dated June 1, 1994. Agreement No. AT0001.

5. Northern States Power Company, Firm Gas Transportation Agreement dated June 1, 1994. Agreement No. AT0002.

6. Northern States Power Company, a Minnesota Corporation, Firm Gas Transportation Agreement, Billing Commencement Date shall be the later of: (i) the date the facilities are complete or operational; or (ii) the date when both Shipper and Company have executed the agreement. Agreement No. AF0156.

26.2 Fuel and Losses Retention Adjustment

26.2.1 General
This section of the General Terms and Conditions sets forth the procedures to reflect changes in Viking's fuel and loss retention percentages (FLRPs) applicable to Viking's transportation services, including Rate Schedules FT-A, FT-B, FT-C, FT-D, IT, LMS, and AOT, under which Viking retains fuel.

26.2.2 Conditions
(a) The FLRPs set forth in Viking's Tariff may be increased to reflect a net positive change in FLRPs and shall be decreased to reflect a net negative change in FLRP's.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and _____ _____ _____, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.

1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.

1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE V - FACILITIES
(Continued)

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities.]

_____
_____
_____
_____

ARTICLE VI - RATES FOR SERVICE

6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.

6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.

6.3 New Facilities Charge - _____
_____
_____
_____

6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE VI - RATES FOR SERVICE
(Continued)

6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE IX

RATE SCHEDULES AND
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

10.1 This Agreement shall become effective on the date of its execution, and shall be implemented upon the receipt of all necessary regulatory approvals satisfactory to Company, subject to scheduling requirements, and shall remain in full force and effect until . This Agreement may be terminated as of the end of said initial term or as of the end of any extended period (Termination Date) upon six (6) months' prior written notice to the other party of such termination to be effective on the Termination Date. In the event the primary term or any extended term of this Agreement is less than six (6) months, then a party must give written notice to the other at the commencement of the primary term or any extended term of this Agreement of its election to terminate on the Termination Date.

10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service may continue hereunder if within the fifteen (15) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XI - REGULATION

11.1 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. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.

11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.

11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.

12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XIII - WARRANTIES
(Continued)

13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) _____ attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.

13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.

13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.

13.5 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Company under this Agreement.

13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XV - MISCELLANEOUS

15.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.

15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

15.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XV - MISCELLANEOUS
(Continued)

15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.

15.5 Exhibit(s) _____ attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY: _____
TITLE:

_____

BY: _____
TITLE:

080109

EXHIBIT A
TO FIRM TRANSPORTATION AGREEMENT
DATED

BETWEEN

_____

AND
VIKING GAS TRANSMISSION COMPANY

Transportation Quantity: _____ Dth/d 1/

Primary Receipt Point(s)	DRN Number	Maximum Daily Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Primary Delivery Point(s)	DRN Number	Maximum Daily Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUPERSEDES EXHIBIT A DATED _____

1/ Transportation Quantity effective from _____through_____.

080109

EXHIBIT B
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Subsection 5.5 of Rate Schedule FT-A and notifies Company that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, 20___ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule FT-A set forth on the Statement of Rates in Company's FERC Gas Tariff, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under Rate Schedule FT-A.

Specification of Negotiated Rate:

Company and Shipper agree that the Transportation Rate shall include a Monthly Reservation Rate and a Commodity Rate as indicated below:

1. Monthly Reservation Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i), (ii), or (iii) below and complete the blank if applicable):

   (i) at a rate of $___ ___ /Dth; or

   (ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of _____ %/Dth; or

   (iii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time; and

2. Commodity Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i) or (ii) below and complete the blank if applicable)

   (i) at a rate of $___ ___ /Dth; or

   (ii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

SUPERSEDES EXHIBIT B DATED: _____

080109

EXHIBIT C
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

DISCOUNTED RATE AGREEMENT

Shipper and Company agree to a discounted rate in accordance with Subsection 5.2 of Rate Schedule FT-A and Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until and including _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that the changes designated on this Exhibit C are the only changes to its obligation to otherwise pay charges for Rate Schedule FT-A service in accordance with the general Statement of Rates contained in the Company's FERC Gas Tariff, as revised from time to time.

Specification of discounted rate: 1/

Company and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:
Rate Type: _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Daily Commodity Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Zone: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Narrative Description of Discount Rate:

SUPERSEDES EXHIBIT C DATED:_____

1/ See Section 17.2 of the General Terms and Conditions of Company's FERC Gas Tariff for descriptions of the discount rate types.

080109

INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

THIS AGREEMENT is entered into this _____ day of _____, 20___, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and _____ _____ , hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to herein as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.

1.2 Receipt Point(s) - shall mean all designated receipt points of Company as specified on Exhibit A attached hereto.

1.3 Delivery Point(s) - shall mean all designated delivery points of Company as specified on Exhibit A attached hereto.

INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on an interruptible basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ.

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company, and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

ARTICLE V - FACILITIES
(Continued)

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.]

_____
_____
_____
_____

ARTICLE VI - RATES FOR SERVICE

6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule IT and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.

6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule IT. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds necessary.

6.3 New Facilities Charge - _____
_____
_____
_____

6.4 Incidental Charges - Upon execution of this Agreement, Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.

INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

ARTICLE VI - RATES FOR SERVICE
(Continued)

6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule IT and the General Terms and Conditions in Company's FERC Gas Tariff.

6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule IT and the General Terms and Conditions in Company's FERC Gas Tariff.

6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

ARTICLE IX - RATE SCHEDULES AND
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated herein by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

ARTICLE X - TERM OF AGREEMENT

10.1 This Agreement shall become effective on the date of its execution, and shall be implemented upon the receipt of all necessary regulatory approvals satisfactory to Company, subject to scheduling requirements, and shall remain in full force and effect until_____ __ ___ and month to month thereafter. Either party may elect to terminate this Agreement as of the end of said initial term or as of the end of any extended period (Termination Date) by giving thirty (30) days' prior written notice to the other party of such termination to be effective on the Termination Date.

10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC fifteen (15) day notice prior to any termination of service. Service may continue hereunder if within the fifteen (15) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Tariff.

10.4 This Agreement shall terminate if Shipper for the previous twelve (12) months has not had gas scheduled on any of its Transportation Agreement(s) with Company, provided Company has provided Shipper thirty (30) days prior written notice of the termination.

ARTICLE XI - REGULATION

11.1 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. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.

11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.

INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

ARTICLE XI - REGULATION
(Continued)

11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.

12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) _____ attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.

INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

ARTICLE XIII - WARRANTIES
(Continued)

13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.

13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by Shipper herein.

13.5 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Company under this Agreement.

13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - MISCELLANEOUS

14.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.

14.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

14.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.

INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

ARTICLE XIV - MISCELLANEOUS
(Continued)

14.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.

14.5 Exhibit(s) _____ attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY: _____
TITLE:

SHIPPER:

BY: _____
TITLE:

101509

EXHIBIT A
TO INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

DATED_____

BETWEEN

_____
AND
VIKING GAS TRANSMISSION COMPANY

Transportation Quantity: _____ Dth

Receipt Point(s)	DRN Number
_____	_____
_____	_____
_____	_____
_____	_____

Delivery Point(s)	DRN Number
_____	_____
_____	_____
_____	_____
_____	_____

SUPERSEDES EXHIBIT A DATED:

101509

EXHIBIT B
TO INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Subsection 5.4 of Rate Schedule IT and notifies Company that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, 20___ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule IT set forth on the Statement of Rates in Company's FERC Gas Tariff, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under Rate Schedule IT.

Specification of Negotiated Rate:

Company and Shipper agree that the Transportation Rate shall include a Commodity Rate for the applicable zone(s) as indicated below:

at a rate of $___ ___ /Dth

Narrative Description of Negotiated Rate:

SUPERSEDES EXHIBIT B DATED: _____

101509

EXHIBIT C
TO INTERRUPTIBLE TRANSPORTATION AGREEMENT
Rate Schedule IT

DISCOUNTED RATE AGREEMENT

Shipper and Company agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule IT and Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until and including _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that the changes designated on this Exhibit C are the only changes to its obligation to otherwise pay charges for Rate Schedule IT service in accordance with the general Statement of Rates contained in the Company's FERC Gas Tariff, as revised from time to time.

Specification of discounted rate: 1/

Company and Shipper agree that the Transportation Rate shall be discounted as indicated below.

Discounted Rate:
Rate Type: _____
Quantity: _____
Quantity Level: _____
Time Period: Start Date _____ End Date _____
Contract: Discounted Monthly Reservation Rate per Dth _____
Discounted Daily Commodity Rate per Dth _____
Point: Receipt Point _____
Delivery Point _____
Point to Point: Receipt Point _____ to Delivery Point _____
Zone: Receipt Point _____ to Delivery Point _____
Relationship: _____
Rate Component: _____
Index Price Differential: _____

Narrative Description of Discount Rate:

SUPERSEDES EXHIBIT C DATED: _____

1/ See Section 17.2 of the General Terms and Conditions of Company's FERC Gas Tariff for descriptions of the discount rate types.

101509

Effective Date: 07/01/2004 Status: Effective
FERC Docket: RP04-306-000

Fifth Revised Sheet No. 107 Fifth Revised Sheet No. 107 : Effective
Superseding: Sheet Nos. 107 Through 117

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

Fourth Revised Sheet No. 107
Second Revised Sheet No. 108
Second Revised Sheet No. 109
Second Revised Sheet No. 110
Second Revised Sheet No. 111
Second Revised Sheet No. 112
Second Revised Sheet No. 113
Second Revised Sheet No. 114
Second Revised Sheet No. 115
Second Revised Sheet No. 116
Third Revised Sheet No. 117

SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
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4. Name of Shipper's contact, address and telephone number through which correspondence for the following should be directed:

Contact For Request: _____
_____
_____
_____

Contact for Notices: _____
_____
_____
_____

Contact For Invoices: _____
_____
_____
_____

5. Shipper is seeking service by Viking pursuant to:

a) Subpart B of the Commission's Regulations, on behalf of a local distribution company.

_____
Name of Company/Companies

b) Subpart B of the Commission's Regulations, on behalf of an intrastate pipeline.

_____
Name of Company/Companies

SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
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c) Subpart G of the Commission's Regulations, on behalf of an interstate pipeline.

_____
Name of Company/Companies

d) Subpart G of the Commission's Regulations, on behalf of Shipper(s) other than interstate pipeline.

_____
Name of Company/Companies

e) Other. Specify what Commission authorization is being requested.
_____

(Viking reserves the right to require proof that Shipper's request meets the requirements of the applicable Commission Regulations at the time Shipper executes the Gas Transportation Agreement or Gas Park and Loan Agreement.)

6. a) Has NEB export authorization been applied for?

_____ Yes
_____ No

If NEB authorization has been applied for, please state:

i. Date of Application _____
ii. Volume to be Exported _____
iii. Current Status _____

b) Has DOE import authorization been applied for?:

_____ Yes
_____ No

SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 4

If DOE authorization has been applied for, please state:

i. Date of Application _____
ii. Volume to be Imported _____
iii. Current Status _____

* 7. If Shipper is requesting service be performed by Viking for Shipper acting as agent for another entity, please specify the full legal name of such entity.

_____
_____

8. a) Location (i.e. state(s)) of the ultimate delivery point of gas to be transported:

_____

b) Location (i.e. state(s)) of the original source of the gas to be transported:

_____

*c) The intended use of the gas is:

_____ system supply for _____
_____ end use by industry or commerce
_____ other (fill in)

and, if the gas is for other than system supply, please provide the full legal name of the ultimate consumer:

_____
_____
_____
_____

* This information is not required at the time of the request, but is required at the time Shipper executes the Gas Transportation Agreement or Gas Park and Loan Agreement.

SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 5

9. Date service is proposed to commence:

   _____

10. Term of service:

    _____

11. If additional or new facilities are required to receive or deliver gas for the service requested herein, please provide description of facilities required, location, and requested in-service date;

    _____
    _____
    _____
    _____

    and, if the service to be provided using the new facilities is to a customer that is located in the service area of a local distribution company, please specify the name of the local distribution company.

12. The maximum daily quantity is _____ Dth. The estimated total quantity of gas to be transported, parked or loaned during the requested term of service is _____ Dth.

13. For firm transportation only, the name and description of Point(s) of Receipt into Viking's system and the maximum daily quantities expressed in Dth of gas to be delivered by Shipper for each point:

    _____
    _____
    _____
    _____

    (The sum of the maximum daily quantities above must equal the maximum daily quantity set forth in No. 12 above.)

SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 6

14. For firm transportation only, the name and description of Point(s) of Delivery where Viking will redeliver the gas and the maximum daily quantities expressed in Dth of gas to be redelivered by Viking for each point:

_____
_____
_____
_____

(The sum of the maximum daily quantities above must equal the maximum daily quantity set forth in No. 12 above.)

15. For firm transportation only, the names of those entities delivering gas into Viking's system and the names of those entities taking gas off Viking's system:

Viking Point of Receipt	Name/Delivering Entity
_____	_____
_____	_____
_____	_____
_____	_____

Viking Point of Delivery	Name/Taking Entity
_____	_____
_____	_____
_____	_____
_____	_____

SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 7

* 16. If Shipper is purchasing gas, provide the name of producer(s) of the gas, seller (if different from producer), location (FERC Geographic Area) of the source(s) of supply, indication of the FERC Geographic Area associated with the anticipated primary source of supply, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Shipper and seller(s):

_____
_____
_____
_____

* 17. If Shipper is selling gas, provide the name of purchaser(s) of the gas, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Shipper and purchaser(s):

_____
_____
_____
_____

18. Credit Evaluation - Please provide a copy of Shipper's most recent quarterly financial statement, most recent annual report and Form 10K and a complete list of all affiliates including parent and subsidiary companies.

19. Is requestor affiliated with Viking Gas Transmission Company?

_____ Yes
_____ No

If yes, what is the percentage of affiliation? _____%

* This information is not required at the time of the request but is required at the time Shipper executes the Gas Transportation Agreement or Gas Park and Loan Agreement.

RATE SCHEDULE T-11 (Continued)

ARTICLE VI - TERM OF AGREEMENT

This Agreement shall be effective upon execution. However, Firm Transportation service under this Agreement shall commence on the first day of the month (the "Commencement Date") following completion of construction of all facilities required by Midwestern to provide service to Minnegasco or receipt of notice from the Joint Venture that the new pipeline providing service from the Delivery Point to Minnegasco is operational, whichever is later. This Agreement shall continue in force and effect for ten years after commencement of service hereunder, and from year to year thereafter unless terminated by either party upon l2 months' notice.

ARTICLE VII - PRICE

1. The rates and charges for service under this rate schedule shall be the Transportation Quantity Rate, and any new Facilities Charge, Incidental Charge, and Imbalance Charge, if applicable, all as specified in Sections 5.2, 5.3, 5.4 and 5.5 of Rate Schedule FT-2.

(a) Fuel and Losses

Minnegasco shall daily provide to Midwestern, at no cost to Midwestern, the quantity of gas required for Midwestern's system fuel and uses and for gas lost and unaccounted for, associated with rendering transportation service pursuant to this Rate Schedule. The Fuel and Use Quantity shall be determined by the mileage block of the Transportation Service and the season as follows: .37% per 100 Dth miles during the Winter Season or .33% per 100 Dth miles during the Summer Season. The quantity of gas lost and unaccounted for shall be 0.0%; provided, however, for service that is rendered entirely by displacement, Minnegasco shall provide only that quantity of gas equal to 0.0% of the quantity of natural gas tendered for transportation at any Receipt Point, for lost and unaccounted for quantities. To the extent that Minnegasco fails to tender an adequate quantity of gas pursuant to this Article VII, then the quantity of gas required for Midwestern's system fuel and uses and gas lost and unaccounted for shall be calculated on the basis of the quantity of gas delivered by Midwestern at any Delivery Point.

(b) The rates specified above will be in effect until replaced or superseded by some other legally effective rates applicable to the transportation service provided for herein. Midwestern shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges contained in Midwestern's FERC Rate Schedules applicable to this service and/or (b) the terms and conditions of those Rate Schedules, and/or (c) any provisions of the General Terms and Conditions in Midwestern's FERC Gas Tariff which are incorporated into those Rate Schedules. Midwestern's filing and making effective the changes referred to in the preceding sentence shall have the effect of making the same

SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 9

Shipper, by its signature, certifies to Viking (1) that the information above is correct and accurate and that all necessary transportation arrangements with the upstream and downstream Transporters have been or will be secured prior to the commencement of the requested transportation service (2) that Shipper will have title, or the right to acquire title, to the gas that is to be delivered to Viking for transportation service, (3) that Shipper will have title to the gas that is to be delivered to Viking for park service, and (4) that Shipper will advise Viking of any changes in the information provided in items 22 and 23 five business days prior to the end of any month for the preceding month's transportation business in which a change occurred.

Very truly yours,

_____

BY: _____

SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
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On Behalf of Entities

Exhibit

METER	Name	On Behalf of Entity*

* Local Distribution Company or Intrastate Pipeline for service under Subpart B, Part 284.

CUSTOMER NOMINATION FORM
for
Viking Gas Transmission

Viking Gas Transmission Company
825 Rice Street
St. Paul, MN 55117
Telefax: (651) 229-2434

Service Number: _____ Type of Service: _____

Customer Name: _____ Effective Date/Time: _____/_____

Meter MMBTU	Upstream Service P/S	Upstream Payback No. Code	Upstream MMBTU Rank	P/S	Payback Code	Fuel	Meter	Downstream Service No.

Customer Contact: _____

Title: _____

Date: _____

Phone #: _____

Fax #: _____

*Payback Code
0=None
1=Pre-Order 636 prior period
2=Post-Order 636 prior period
3=Current Month

P/S Meter Indicator
P=Primary
S=Secondary

I authorize Viking to act on my behalf for (please check appropriate box)

____ Nominations
____ Confirmations

Sheet No. 118 is being reserved for future use.

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-807-000

Third Revised Sheet No. 119 Third Revised Sheet No. 119
Superseding: Sheet Nos. 119 Through 132

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

Second Revised Sheet No. 119
Third Revised Sheet No. 120
Second Revised Sheet No. 121
Second Revised Sheet No. 122
Fifth Revised Sheet No. 123
Second Revised Sheet No. 124
Second Revised Sheet No. 125
Second Revised Sheet No. 126
Third Revised Sheet No. 127
Second Revised Sheet No. 128
Third Revised Sheet No. 129
Sixth Revised Sheet No. 130
Second Revised Sheet No. 131
Second Revised Sheet No. 132

OPERATIONAL BALANCING AGREEMENT
(For Use at Receipt Point(s))

ARTICLE I
NOMINATIONS AND CONFIRMATIONS
(Continued)

quantities to be transported at any Receipt Point(s) in accordance with the above, and such failure continues for fifteen (15) days or more (whether or not such days are consecutive) after 24-hour written notice to the Balancing Party by Company for each occurrence of Balancing Party's failure to respond, then this Agreement shall terminate upon written notice from Company at the end of that calendar month (and such Receipt Point(s) will be deleted from Exhibit A upon written notice from Company at the end of the calendar month and shall no longer be subject to this Agreement). If, subsequent to the deletion of the Receipt Point from this Agreement, Balancing Party demonstrates to Company's satisfaction that Balancing Party will respond to confirmation requests in accordance with this Agreement, then the Receipt Point may be added to Exhibit A.

1.2 Allocations Based on Confirmed Nominations - The Parties intend that the quantity actually delivered at the Receipt Point(s) will be equal to the confirmed nominations. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Receipt Point(s) are equal to the confirmed nominations. Unless prohibited by applicable law or regulation, all transportation services provided by Company shall be allocated each Gas Day based upon the confirmed nominations set forth in Section 1.1 above, or by such other methods as may be mutually agreed to by both Parties.

1.3 Allocation of Variances - The difference on any Gas Day between the confirmed nominations set forth in Section 1.1 above and the total actual quantity delivered at the Receipt Point(s) as shown on Exhibit "A" shall be the Daily Operational Imbalance and shall be allocated to this Agreement. The differences between the sum of the confirmed nominations set forth in Section 1.1 above during a calendar month and the total actual quantity delivered at the Receipt Point(s), as shown on Exhibit "A", during the calendar month shall be the Monthly Operational Imbalance. Any Operational Imbalances will be corrected in accordance with Article II.

1.4 Reports on Actual Deliveries - The Balancing Party shall provide meter statements within five (5) Business Days after the close of a calendar month at any Receipt Point(s) where Company does not operate the meter. If the Balancing Party does not provide such information or meter statements at any Receipt Point(s), or the information provided contains significant inaccuracies as reasonably determined by Company, and such conditions continue for fifteen (15) days or more (whether or not such days are consecutive) after the first notice to the Balancing Party, then this Agreement shall terminate upon written notice from Company at the end of that calendar month (and such Receipt Point(s) will be deleted from Exhibit A upon written notice from Company at the end of that calendar month). Any Receipt Point which is deleted from this Agreement in accordance with this section, may be added to Exhibit A in the future if the Parties mutually agree.

OPERATIONAL BALANCING AGREEMENT
(For Use at Receipt Point(s))

ARTICLE I
NOMINATIONS AND CONFIRMATIONS
(Continued)

1.5 Unauthorized deliveries - Upon notice by Company under an Operational Flow Order (OFO), Balancing Party shall conform its deliveries to the terms and conditions of the OFO. If Balancing Party fails to conform its deliveries to the terms and conditions of the applicable OFO, the excess quantities will be treated as unauthorized deliveries and will be subject to a charge as set forth in Section 3 of the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE II
CORRECTION OF OPERATIONAL IMBALANCES

2.1 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, shall be used by Company for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at (all of) the Receipt Point(s). Company shall make the estimated Daily and Monthly Operational Imbalance (at each Receipt Point) available to Balancing Party within three (3) Business Days after each production day. Adjustments in nominations and actual deliveries may be made by Company or Balancing Party during the production month to adequately control imbalance levels. If Balancing Party fails to take such corrective action, Company may, upon forty-eight (48) hours notice, adjust the nominations and actual receipts during the remainder of the production month to adequately control imbalance levels. Any such adjustments will be incorporated in the daily nominations confirmed between Company and Balancing Party.

2.2 Corrections in Subsequent Periods - As soon as practicable following the close of each month, Company will send Balancing Party a statement setting forth the Monthly Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS of Company's FERC Gas Tariff Volume No. 1, unless the parties mutually agree otherwise. For purposes of correcting imbalances in cash in accordance with Rate Schedule LMS, any difference between actual deliveries and confirmed nominations will be treated as "Excess Receipts."

2.3 Measurement of Operational Imbalance - Any gas received or delivered pursuant to this Agreement shall be adjusted for variation in Btu content. Measurement of gas for all purposes shall be in accordance with Company's FERC Gas Tariff.

2.4 Operational Integrity - Nothing in this Article II shall limit Company's right to take action as may be required to adjust receipts of gas in order to alleviate conditions which threaten the integrity of its system.

OPERATIONAL BALANCING AGREEMENT
(For Use at Receipt Point(s))

ARTICLE III
TERM

3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from the date hereof for a primary term of _____ and shall continue thereafter on a month-to-month basis unless terminated by either Party giving thirty (30) days, written notice, with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice with the termination to be effective at the end of a calendar month.

3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Section 3 of the General Terms and Conditions of Company's FERC Gas Tariff unless the Parties mutually agree otherwise.

ARTICLE IV
MISCELLANEOUS

4.1 Warranties - Balancing Party warrants (i) that as to any gas which it delivers or causes to be delivered to Company hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all (of its) deliveries from the Receipt Points in accordance with this Agreement; and (iv) that it will indemnify and save Company harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Company that all requisite authorizations, if any, have been obtained as to any gas which Balancing Party delivers or causes to be delivered hereunder. The Balancing Party of each Receipt Point will take the necessary corrective action requested by Company in accordance with this Agreement and shall perform all acts and duties required to nominate, confirm and deliver gas hereunder. If the Balancing Party fails to take such corrective action, then this Agreement shall terminate upon written notice from Company at the end of that calendar month (then such Receipt Point(s) will be deleted from Exhibit A upon written notice from Company at the end of the calendar month and shall no longer be subject to this Agreement). Company may act, and shall be fully protected in acting, in reliance upon any and all acts performed by Balancing Party to nominate, confirm and deliver gas hereunder.

OPERATIONAL BALANCING AGREEMENT
(For Use at Receipt Point(s))

ARTICLE IV
MISCELLANEOUS
(Continued)

4.2 Governing Bodies - This Agreement shall be subject to all applicable laws, Federal or State, and to all applicable rules and regulations of any duly authorized Federal, State or other government agency having jurisdiction.

4.3 Waivers - No waiver by either party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.

4.4 Billings and Payments - Company shall bill and Balancing Party shall pay for the correction of Operational Imbalances in cash in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Company's FERC Gas Tariff.

4.5 Incorporation of Tariff - Unless otherwise stated herein, Rate Schedule LMS and the General Terms and Conditions specified in Company's FERC Gas Tariff are incorporated as part of this Agreement.

4.6 Notices - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

COMPANY:

NOTICES: Viking Gas Transmission Company
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103
Attention: Customer Service

BILLINGS: Viking Gas Transmission Company
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103
Attention: Gas Accounting

BALANCING PARTY:

NOTICES: _____
_____
_____
Attention: _____

BILLINGS: _____
_____
_____
Attention: _____

OPERATIONAL BALANCING AGREEMENT
(For Use at Receipt Point(s))

ARTICLE IV
MISCELLANEOUS
(Continued)

(With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Company for different periods of the week.)

4.7 Receipt Points - Subject to the provisions of Company's FERC Gas Tariff and the other provisions of this OBA, including without limitation, Articles 1.1, 1.4 and 4.1, Balancing Party may add or delete Receipt Point(s) to Exhibit "A" at its sole option.

4.8 Conflicts - If there is any conflict or discrepancy between this Agreement and any other agreement between Company and Balancing Party with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control. If there is any conflict or discrepancy between this Agreement and Rate Schedule LMS, the terms of Rate Schedule LMS shall govern. If there is any conflict or discrepancy between this Agreement and the General Terms and Conditions specified in Company's FERC Gas Tariff, the General Terms and Conditions shall govern.

The Parties' signature below will evidence their agreement to this Operational Balancing Agreement.

_____

BY: _____

VIKING GAS TRANSMISSION COMPANY

BY: _____

EXHIBIT A TO OPERATIONAL BALANCING AGREEMENT
(For Use at Receipt Point(s))

Receipt Point(s)	DRN
_____	_____
_____	_____
_____	_____
_____	_____

OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Point(s))

This Agreement dated and effective _____, 20___ is by and between Viking Gas Transmission Company (Company), and _____ (Balancing Party). Company and Balancing Party shall be collectively referred to as "Parties."

W I T N E S S E T H:

WHEREAS, Company transports natural gas to the delivery point(s) specified in Exhibit "A" attached hereto (Delivery Point(s)) and Balancing Party receives such gas from Company;

WHEREAS, the gas actually delivered at the Delivery Point(s) is at times different than the quantities nominated to be transported by Company from those point(s);

WHEREAS, Company and Balancing Party desire to aggregate all quantities delivered at all of the Delivery Point(s) for balancing purposes and to allocate the transportation of natural gas to the Delivery Point(s) based upon confirmed nominations and to allocate any difference between such confirmed nominations and actual deliveries at the Delivery Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Company and Balancing Party desire to correct the Operational Imbalances in subsequent periods in cash, unless the parties mutually agree otherwise; and

WHEREAS, Company and Balancing Party desire to implement operating rules designed to encourage conduct that maintains Company's system balance in a manner that facilitates the movement of gas for transportation purposes.

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the parties hereto agree as follows:

ARTICLE I
NOMINATIONS AND CONFIRMATIONS

1.1 Confirmation of Nominations - Prior to the beginning of the month in which service is to commence, Company and Balancing Party shall confirm the quantities nominated to be transported by Company at the Delivery Point(s) commencing on the first day of the month following confirmation. Any modification to such confirmed quantities shall be confirmed by Company and Balancing Party prior to the commencement of the revised service. Company shall provide evidence of such confirmations in writing within two (2) Business Days after such confirmation, unless mutually agreed to otherwise. Balancing Party shall notify Company of any errors in the confirmed nominations within two (2) Business Days of receipt of such written evidence from Company. If Balancing Party fails to respond to Company's request to confirm the quantities to be transported at any Delivery Point(s) in accordance with the above, then this Agreement shall terminate upon written notice from Company at the end of that calendar month.

OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Point(s))

ARTICLE I
NOMINATIONS AND CONFIRMATIONS
(Continued)

1.2 Allocations Based on Confirmed Nominations - The Parties intend that the quantity actually delivered at the Delivery Point(s) will be equal to the confirmed nominations. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Delivery Point(s) are equal to the confirmed nominations. Unless prohibited by applicable law or regulation, all transportation services and/or gas provided by Company shall be allocated each Gas Day based upon the confirmed nominations set forth in Section 1.1 above, or by such other methods as may be mutually agreed to by both Parties.

1.3 Allocation of Variances - The difference on any Gas Day between the confirmed nominations set forth in Section 1.1 above and the actual quantity delivered at the Delivery Point(s) shall be the Daily Operational Imbalance and shall be allocated to this Agreement. The difference between the sum of the confirmed nominations set forth in Section 1.1 above during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any Operational Imbalances will be corrected in accordance with Article II.

1.4 Limitation on Takes - Upon notice by Company under an Operational Flow Order (OFO), Balancing Party shall conform its takes to the terms and conditions of the OFO. If Balancing Party fails to conform its takes to the terms and conditions of any applicable OFO, then the excess quantities shall be treated as unauthorized overruns under Rate Schedule LMS.

1.5 Reports on Actual Deliveries - The Balancing Party shall provide meter statements at such Delivery Point(s) within five (5) Business Days after the close of a calendar month. Nothing in the section will require Balancing Party to install metering devices where none currently exist. If the Balancing Party does not provide such information or meter statements at any Delivery Point(s), or the information provided contains significant inaccuracies as reasonably determined by Company, and such conditions continue for fifteen (15) days or more (whether or not such days are consecutive) after the first notice to the Balancing Party, then this Agreement shall terminate upon written notice from Company at the end of that calendar month (and such Delivery Point(s) will be deleted from Exhibit A upon written notice from Company at the end of that calendar month). Any Delivery Point which is deleted from this Agreement in accordance with this section, may be added to Exhibit A in the future if the Parties mutually agree.

ARTICLE II
CORRECTION OF OPERATIONAL IMBALANCES

2.1 Corrections in Flow Rates During a Day - Balancing Party will be able to request adjustments to actual deliveries at its Delivery Points at any time during the gas day by coordinating with Company's gas control department. Company will use best efforts to deliver those changed quantities when the operating conditions on Company's system permit, taking into consideration the nominations made by firm Shippers on Company's system.

OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Point(s))

ARTICLE II
CORRECTION OF OPERATIONAL IMBALANCES
(Continued)

2.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Company for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Company shall make the estimated Daily and Monthly Operational Imbalance at each Delivery Point available to Balancing Party within three (3) Business Days after each production day. Adjustments in nominations and actual deliveries will be made by Balancing Party during the production month to adequately control imbalance levels. If Balancing Party fails to take such corrective action, Company may, upon forty-eight (48) hours notice, adjust the nominations and actual deliveries during the remainder of the production month to adequately control imbalance levels. Any such adjustments will be incorporated in the daily nominations confirmed between Company and Balancing Party.

2.3 Corrections in Subsequent Periods - As soon as practicable following the close of each month, Company will send Balancing Party a statement setting forth the Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS of Company's FERC Gas Tariff, unless the parties mutually agree otherwise.

2.4 Measurement of Operational Imbalance - Any gas received or delivered pursuant to this Agreement to correct an Operational Imbalance shall be adjusted for variation in Btu content. Measurement of gas for all purposes shall be in accordance with Company's FERC Gas Tariff.

2.5 Operational Integrity - Nothing in this Article II shall limit Company's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions which threaten the integrity of its system.

ARTICLE III
TERM

3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from the date hereof for a primary term of _____ and shall continue thereafter on a month-to-month basis unless canceled by either Party upon thirty (30) days' prior written notice with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problem arises as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice, with the termination to be effective at the end of a calendar month.

OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Point(s))

ARTICLE III
TERM
(Continued)

3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS and Section 3 of these General Terms and Conditions of Company's FERC Gas Tariff Volume No. 1, unless the parties mutually agree otherwise.

ARTICLE IV
DAILY DEMAND QUANTITY

Daily Demand Quantity - shall mean swing service entitlement elected by the Balancing Party for use under Rate Schedule LMS at the Delivery Point(s) in Exhibit A hereto, on each day during each month during the term hereof, which shall be _____ Dth per day.

ARTICLE V
MISCELLANEOUS

5.1 Warranties - Balancing Party warrants (i) that as to any gas which it delivers or causes to be delivered to Company hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement, and (iv) that it will indemnify and save Company harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Company that all requisite authorizations, if any, have been obtained as to any gas which Balancing Party delivers or causes to be delivered hereunder. The Balancing Party of each Delivery Point will take the necessary corrective action requested by Company in accordance with this Agreement and shall perform all acts and duties required to nominate, confirm and deliver gas hereunder. If the Balancing Party fails to take such corrective action, then this Agreement shall terminate upon written notice from Company at the end of that calendar month (then such Delivery Point(s) will be deleted from Exhibit A upon written notice from Company at the end of the calendar month and shall no longer be subject to this Agreement). Company may act, and shall be fully protected in acting, in reliance upon any and all acts performed by Balancing Party to nominate, confirm and deliver gas hereunder.

5.2 Governing Bodies - This Agreement shall be subject to all applicable laws, Federal or State, and to all applicable rules and regulations of any duly authorized Federal, State or other government agency having jurisdiction.

5.3 Waivers - No waiver by either party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.

5.4 Billings and Payments - Company shall bill and Balancing Party shall pay for the correction of Operational Imbalances in cash in accordance with Section(s) 5 and 6, respectively, of the General Terms and Conditions specified in Company's FERC Gas Tariff.

5.5 Incorporation of Tariff - Unless otherwise stated herein, Rate Schedule LMS and the General Terms and Conditions specified in Company's FERC Gas Tariff are incorporated as part of this Agreement.

OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Point(s))

ARTICLE V
MISCELLANEOUS
(Continued)

5.6 Notices - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

COMPANY:

NOTICES: Viking Gas Transmission Company
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103
Attention: Customer Service

BILLINGS: Viking Gas Transmission Company
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103
Attention: Gas Accounting

BALANCING PARTY:

NOTICES: _____
_____
_____
Attention: _____
BILLINGS: _____
_____
_____
Attention: _____

(With regard to operational matters, Balancing Party/Supplier shall have the right to designate different personnel or locations to receive notices from Company for different periods of the week.)

5.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other agreement between Company and Balancing Party with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control. If there is any conflict or discrepancy between this Agreement and Rate Schedule LMS, the terms of Rate Schedule LMS shall govern. If there is any conflict or discrepancy between this agreement and the General Terms and Conditions specified in Company's FERC Gas Tariff, the General Terms and Conditions shall govern.

OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Point(s))

The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

_____

BY: _____

VIKING GAS TRANSMISSION COMPANY

BY: _____

EXHIBIT A TO OPERATIONAL BALANCING AGREEMENT
(For Use at Delivery Point(s))

Delivery Point(s)	DRN
_____	_____
_____	_____
_____	_____
_____	_____

VIKING GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT

THIS AGREEMENT (the Agreement) is made and entered into at Tulsa, Oklahoma as of _____, 20__, by and between VIKING GAS TRANSMISSION COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "Buyer".

WHEREAS, Buyer desires to engage Company to provide interruptible park and loan service; and

WHEREAS, Company desires to provide interruptible park and loan service to Buyer;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Basic Receipts

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.

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:

VIKING GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT

Article 7 - Term

Where no Exhibit(s) A has been executed by Company and attached hereto within five years of the date of execution of this Agreement then this Agreement shall automatically terminate. Where one or more Exhibit(s) A have been executed by Company and attached hereto, then this Agreement shall automatically terminate five years after the latest Termination of Service Date on such Exhibit(s) A.

Termination of this Agreement shall not relieve Buyer of the obligation to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 8 - Applicable Law and Submission to Jurisdiction

This Agreement and Company's Tariff, and the rights and obligations of Company and Buyer thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Oklahoma and performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Agreement, provided always that nothing herein contained shall prevent Company from proceeding at its election against Buyer in the Courts of any other State, Province or Country.

At the Company's request, the Buyer shall irrevocably appoint an agent in Oklahoma to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Oklahoma relating to the Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Buyer.) If said agent ceases to act as a process agent within Oklahoma on behalf of Buyer, the Buyer shall appoint a substitute process agent within Oklahoma and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 9 - Successors

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Buyer or of Company, as the case may be, and which shall assume all obligations under Buyer's Agreement of Buyer or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Buyer's Agreement. Either party to a Buyer's Agreement may pledge or charge the same under provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Agreement to any affiliated Person (which for such purpose shall mean any person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 9 shall, however, operate to release predecessor Buyer from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Buyer from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Buyer, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Buyer shall, at Company's request, execute such instrument and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Buyer's Agreement or to give effect to the right

VIKING GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT

Article 9 - Successors (Continued)

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).

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.

VIKING GAS TRANSMISSION COMPANY

By: _____

Title: _____

ATTEST:

(NAME OF BUYER)

_____

By: _____

Title: _____

101509

VIKING GAS TRANSMISSION COMPANY
PARK AND LOAN (PAL) AGREEMENT

EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT

COMPANY - Viking Gas Transmission Company

COMPANY'S ADDRESS - ONEOK Plaza
100 West 5th Street
Tulsa, OK 74103

BUYER -

BUYER'S ADDRESS -

PARK AND LOAN (PAL) SERVICE OPTIONS:

	Buyer Check Option	Commencement of Service Date	Termination of Service Date	Maximum PAL Quantity Dekatherms	Daily*** Rate per Dekatherm	Parking Points
1) Buyer Nominated Parking/Lending Service (NPL)*	_____	_____	_____	_____	Nominated	All Points
2) Buyer Requested Term Parking/Lending Service (RPL)**	_____	_____	_____	_____	$_____	_____
3) Company Offered Parking/Lending Service (OPL)**	_____	_____	_____	_____	$_____	_____
4) Buyer Authorized Automatic Parking/ Lending Service (APL)*	_____	_____	_____	_____	$_____	All Points

*Maximum PAL Quantity available on a daily basis during the term of the Exhibit A.
**Maximum PAL Quantity available during the term of the Exhibit A.
***If this Exhibit A is at a Negotiated Rate, attach an explanation.

This Exhibit A is made and entered into as of _____, 20__.

101509

VIKING GAS TRANSMISSION COMPANY
PARK AND LOAN (PAL) AGREEMENT

EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT
(Continued)

VIKING GAS TRANSMISSION COMPANY

By: _____

Title: _____

ATTEST:

(NAME OF BUYER)

_____

By: _____

Title: _____

101509

Sheet No. 132F is being reserved for future use.

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-807-000

Fourth Revised Sheet No. 132G Fourth Revised Sheet No. 132G
Superseding: Sheet Nos. 132G Through 132I

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

Third Revised Sheet No. 132G
Second Revised Sheet No. 132H
Second Revised Sheet No. 132I

VIKING GAS TRANSMISSION COMPANY
MASTER ELECTRONIC TRANSACTIONS AGREEMENT

II. Agreement to Utilize Electronic Means (Continued)

3. A contract or agreement may be formed by the Parties solely through the use of electronic means or through the use or interaction of electronic agents.

4. Unless otherwise agreed by the Parties, an electronic record or communication is sent when it:

   a. is addressed properly or otherwise directed properly to an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record;

   b. is in a form capable of being processed by that system; and

   c. enters an information processing system outside the control of the sender or of a person that sent the electronic record on behalf of the sender or enters a region of the information processing system designated or used by the recipient which is under the control of the recipient.

5. Unless otherwise agreed between the Parties, an electronic record or communication is received when:

   a. it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and

   b. it is in a form capable of being processed by that system.

B. The Customer agrees to comply with all directives, rules, regulations and requirements of Viking (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 Viking or Customer's use of Viking's computer, Internet or communication facilities or systems. Additionally, VIKING DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

VIKING GAS TRANSMISSION COMPANY
MASTER ELECTRONIC TRANSACTIONS AGREEMENT

III. Disclaimer of Warranties and Limitation of Damages (Continued)

B. Customer assumes all risks of loss or liability arising out of this Agreement and hereby agrees to hold harmless and indemnify Viking from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Viking) brought by third parties based upon this Agreement, the use of electronic means or electronic agents, any technical advice or information provided by Viking or Customer's use of Viking's computer, Internet or communication facilities or systems, except that Viking 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 Viking. Customer agrees that exercise of any and all rights or remedies at law or in equity against the individual partners of Viking by Customer, its successors, assigns and representatives is hereby expressly waived.

IV. Interpretation and Miscellaneous Provisions

A. Interpretation. This Agreement is designed to facilitate electronic transactions between the Parties. This Agreement evidences the complete and exclusive understanding and agreement of the parties with respect to electronic transactions and supersedes and merges any prior understandings or agreements related thereto.

B. Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma (without regard to conflicts of law principles), including, without limitation, the applicable provisions of the Uniform Electronic Transactions Act as adopted in the State of Oklahoma. Tulsa County shall be the sole appropriate venue and jurisdiction for all controversies in connection with this Agreement.

C. Subject to Tariff. The terms and conditions of this Agreement are subject to Viking's FERC Gas Tariff, as amended from time to time.

D. Assignment. Except as otherwise expressly provided herein, the Parties may not assign rights or delegate duties arising hereunder without the prior written consent of the other Party, and any assignment or delegation of any right, duty, or claim arising hereunder without such consent shall be void.

E. Modification and Waiver. No amendment, modification, or waiver of this Agreement shall be effective unless made in a written instrument which specifically references this Agreement and which is signed by the Parties.

F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

G. Identification of Customer. This Agreement shall be binding upon the entity associated with the Logon I.D. in use when the "ACCEPT" button is clicked. If multiple entities are associated with the Logon I.D., then this Agreement shall be binding upon all such entities as though each entity individually entered into this Agreement.

H. Representation of Authority. The representative of Customer clicking on the "ACCEPT" button represents and warrants to Viking 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.

Sheet No. 132J is being reserved for future use.

Sheet No. 132K is being reserved for future use.

Sheet No. 133 is being reserved for future use.

Sheet No. 134 is being reserved for future use.

Sheet No. 135 is being reserved for future use.

FORM OF RELEASED TRANSPORTATION AGREEMENT

(Applicable to firm transportation rights
released pursuant to Section 21 of the
General Terms and Conditions of this Tariff)

THIS AGREEMENT is made and entered into this ____ day of _____ by and between VIKING GAS TRANSMISSION COMPANY, a Delaware corporation, hereinafter called "Company" and _____, hereinafter variously called "Bidder" or "Replacement Shipper."

WHEREAS, Company owns and operates an interstate natural gas transmission system and provides transportation service for third-party Shippers on such system;

WHEREAS, Company's Tariff on file with the Federal Energy Regulatory Commission (FERC) permits firm transportation Shippers under Company's Rate Schedule FT-A to release some or all of their transportation rights under the terms and conditions presented in the Tariff;

WHEREAS, Bidder desires to submit bids for transportation rights released by one or more firm Shippers and Company's Tariff requires bidder to enter into this Released Transportation Agreement as a pre-condition to the submission of any such bids; and

WHEREAS, Company is willing to enter into this Agreement with Bidder and provide transportation service to Bidder as a Replacement Shipper to the extent it obtains released transportation rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the parties hereto agree as follows:

ARTICLE I - RELEASED TRANSPORTATION RIGHTS

In the event transportation rights are released to Bidder, Company shall prepare and submit to Bidder an Exhibit "R-1" setting forth the TQ of the released transportation service, applicable receipt and delivery points, the rates to be paid for service using released rights, the name of the Rate Schedule governing such released transportation rights ("Governing Rate Schedule") and any special terms and conditions applicable to such released transportation rights, including conditions of curtailment or recall. If Replacement Shipper subsequently obtains additional released transportation rights pursuant to the terms and conditions of Company's Tariff, an additional exhibit (designated sequentially as Exhibit R-2, Exhibit R-3, etc.) shall be added to this Agreement for each such award of transportation rights. Each such Exhibit shall be added to this Agreement without any requirement of execution by Replacement Shipper and, upon such addition, shall be incorporated in and be considered a part of this Agreement.

FORM OF RELEASED TRANSPORTATION AGREEMENT

ARTICLE II - RATE SCHEDULES AND TERMS AND CONDITIONS

2.1 This Agreement shall be subject to, shall be governed by, and shall incorporate the applicable provisions of Company's Tariff, including, without limitation, Section 22 of the General Terms and Conditions thereof, the Governing Rate Schedule and special terms and conditions stated in each Exhibit hereto with respect to the released transportation rights described in such Exhibit. Subject to the terms, conditions and limitations of this Agreement and Company's Tariff, Replacement Shipper shall be deemed a Shipper for purposes of the Governing Rate Schedule and the applicable provisions of Company's Tariff and shall be subject to all obligations thereof.

2.2 Company expressly reserves all rights granted to it by any Governing Rate Schedule and the applicable provisions of its Tariff to file at the FERC and place into effect unilaterally such changes as Company deems necessary or desirable from time-to-time in the rates, charges, terms, and conditions applicable to service under the Tariff or Governing Rate Schedule, in order to assure Company just and reasonable rates, charges, and terms and conditions of service.

ARTICLE III - TERM

This Agreement shall become effective on the date first written above and shall remain in force and effect until terminated by either party upon thirty days prior written notice to the other party; provided however, no such termination may take effect during the term of any release of transportation rights to Replacement Shipper hereunder.

ARTICLE IV - NOTICES

Notices given under this Agreement shall be given in accordance with Section 11 of the General Terms and Conditions of Company's Tariff. If notice is given in writing it should be mailed:

If to Company: Viking Gas Transmission Company
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

If to Replacement Shipper: _____
_____
_____
_____

080109

FORM OF RELEASED TRANSPORTATION AGREEMENT

ARTICLE V - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer by either party of any of its rights hereunder, except for transfers pursuant to the release program set forth in Company's Tariff, shall be made without the prior written consent of the other party. Such consent shall not be unreasonably withheld. No such consent of Company or Replacement Shipper shall be required when an assignment by Replacement Shipper or Company is the result of, and part of, a corporate acquisition, merger or reorganization. Nothing contained herein shall prevent either party from pledging, mortgaging or assigning its rights hereunder as security for its indebtedness and either party may assign to the pledgee or mortgagee (or to a trustee for the holder of such indebtedness) any money due or to become due under this Agreement. As between the parties hereto, such assignment shall become effective on the first day of the month following written notice that such assignment has been effectuated. Upon request of either party, the other party shall acknowledge in writing any permitted assignment described herein and the right of any permitted assignee (and any assignee upon enforcement of any assignment made as security for indebtedness) to enforce this Agreement against such other party, and shall also deliver such certificates, copies of corporate documents and opinions of counsel as may be reasonably requested by such permitted assignee relating to such party, this Agreement and any other matters relevant thereto. No permitted assignment shall relieve the assigning party from any of its obligations under this Agreement. Replacement Shipper hereby confirms that the rights of Company under this Agreement that may be assigned include any right given or reserved to Company in the Agreement to consent to any assignment or transfer by Replacement Shipper of its rights and obligations thereunder.

ARTICLE VI - GOVERNMENTAL BODIES

Notwithstanding any other provision hereof, this Agreement shall be subject to all laws, statutes, ordinances, regulations, rules and court decisions of governmental entities now or hereafter having jurisdiction.

ARTICLE VII - REPLACEMENT SHIPPER'S INDEMNIFICATION

Replacement Shipper recognizes that its rights to transportation service hereunder are solely those rights released by Releasing Shippers. The Replacement Shipper agrees that it will indemnify Company against any claim or suit of any kind by any Releasing Shipper, its successor or assigns arising from any action taken by Company in reliance upon the nominations, scheduling instructions or other communications from Replacement Shipper or its

FORM OF RELEASED TRANSPORTATION AGREEMENT

ARTICLE VII - REPLACEMENT SHIPPER'S INDEMNIFICATION
(Continued)

agents. Replacement Shipper further agrees that it will hold Company harmless for any action taken by Company in reliance upon the nominations, scheduling instructions, or other communications of the Releasing Shipper or its agents. Replacement Shipper further recognizes and agrees that Company shall have no obligation to honor any nomination or scheduling request from Replacement Shipper or its agents that in Company's sole opinion conflicts with communications or instructions received by Company from the Releasing Shipper (or its agents) or with the terms of Company's Tariff.

ARTICLE VIII - REPRESENTATIONS AND WARRANTIES

The Replacement Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Replacement Shipper enforceable against the Replacement Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Replacement Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

FORM OF RELEASED TRANSPORTATION AGREEMENT

ARTICLE IX - MISCELLANEOUS PROVISIONS

9.1 No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

9.2 No liability for any act or omission of Company shall be incurred by, or asserted against, the entities holding a partnership interest in Company or against any owners, subsidiaries or affiliates thereof. Any recourse for any liability of Company shall be against Company only.

9.3 The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

9.4 AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS AGREEMENT SHALL BE INTERPRETED BY THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.

9.5 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the parties only if agreed upon by both parties hereto in a written instrument or by an electronic contract form which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

_____	VIKING GAS TRANSMISSION COMPANY
(Replacement Shipper)	(Company)
By_____	By_____
Title:_____	Title:_____
Attest:_____	Attest:_____

080109

EXHIBIT R-1
TO RELEASED TRANSPORTATION AGREEMENT
DATED _____

BETWEEN

_____
AND
VIKING GAS TRANSMISSION COMPANY

Service Package No.: _____

Rate Schedule: _____

Released Demand Rate: _____

Term: _____

Transportation Quantity: _____ Dth

Primary Receipt Point(s)	DRN Number	Maximum Daily Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Primary Delivery Point(s)	DRN Number	Maximum Daily Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Recall Rights: Yes _____ No _____

Reput Rights: Yes _____ No _____

080109

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-807-000

Tenth Revised Sheet No. 141 Tenth Revised Sheet No. 141
Superseding: Sheet Nos. 141 Through 158

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

Ninth Revised Sheet No. 141
Fifth Revised Sheet No. 142
Seventh Revised Sheet No. 143
Fifth Revised Sheet No. 144
Third Revised Sheet No. 145
Fourth Revised Sheet No. 146
First Revised Sheet No. 147
Second Revised Sheet No. 148
Second Revised Sheet No. 149
Second Revised Sheet No. 150
Second Revised Sheet No. 151
Second Revised Sheet No. 152
Second Revised Sheet No. 153
Second Revised Sheet No. 154
Second Revised Sheet No. 155
Third Revised Sheet No. 156
Second Revised Sheet No. 157
Second Revised Sheets Nos. 158 through 165

ELECTRONIC COMMUNICATION AGREEMENT

4. Customer is being allowed to utilize the System solely for Customer's convenience. Thus, Customer's use of the System is "AS IS, WHERE IS," and with all faults. Customer agrees there are no representations or warranties, express or implied, that might arise in connection with this Agreement or Customer's use of the System. Additionally, COMPANY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer agrees Company shall have no liability whatsoever, whether in contract or tort, for any losses sustained as a result of failures or deficiencies in the System. In no event shall Company be liable for any failures or deficiencies in the System. In no event shall Company be liable for any incidental, consequential, special or punitive damages arising out of or in connection with the delivery, use or performance of the System. Customer assumes all risks of loss or liability arising out of its use of the System and hereby agrees to hold harmless and indemnify Company from and against all claims, demands and causes of action (as well as all liabilities, costs, judgments or expenses incurred by Company) brought by third parties based upon, arising out of or resulting from Customer's use of the System, except that Company will remain liable for its own gross negligence or willful misconduct. All claims arising from and out of the terms of this Agreement shall be limited to the assets of the Company.

5. Both Customer and Company shall have the right to terminate this Agreement at any time for any reason whatsoever, with or without cause. Company shall have the right to modify or terminate its Telecommunications Network and/or Customer's right to use the System at any time. Company also reserves the right to invalidate ID Codes and Passwords for cause and shall provide reasonable notice of such invalidation. Upon termination of this Agreement or upon request by Company, Customer shall thereafter immediately cease all use of the System.

6. This Agreement is personal to Customer and may not be assigned, licensed or transferred (except as part of the sale of the assets of Customer's business to which this Agreement relates) by Customer without the express written consent of Company.

7. There are other written agreements in place between the Parties and this Agreement shall not cancel or supersede those other agreements except to the extent inconsistent with the specific terms and conditions hereof pertaining to the System. However, the terms and provisions of this Agreement do supersede any oral representations between the Parties or any conflicting terms and conditions in any other agreement with regard to the subject matter of this Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified except by written instrument duly executed by both Parties. This Agreement shall be governed and construed in accordance with the laws of the STATE OF OKLAHOMA, excluding any conflicts of law, rule or principle that might refer same to the laws of another jurisdiction.

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 postage prepaid to the following addressees, respectively.

Viking Gas Transmission Company
c/o ONEOK Partners GP, L.L.C.,
the Operator
P.O. Box 871
Tulsa, Oklahoma 74102-0871
Attn: Customer Services Department
Customer Service Representative
Phone: (918) 588-7745
Fax: (918) 588-7750

Customer (Company Name and Address)

_____

_____

Attn: _____
Print Name

Phone: _____

Fax: _____

IN WITNESS WHEREOF, Parties have executed this Agreement to be effective the _____ day of _____, 20___.

Accepted and agreed to this _____ day of _____, 20___.

VIKING GAS TRANSMISSION COMPANY

By: _____

Title: _____

Accepted and agreed to this _____ day of _____, 20___.

CUSTOMER

By: _____ By: _____

_____ _____
Print Name Print Name

Title: _____ Title: _____

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT
[6.3.3/v1.6]

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, _____, by and between _____, a _____ [specify corporation or other entity type], with offices at _____ and _____, a _____, [specify corporation or other entity type] with offices at _____ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged by electronically transmitting and receiving data in agreed formats; and

WHEREAS, the parties desire to assure that such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information, also known as Electronic Data Interchange ("EDI") transactions.

WHEREAS, recognizing that this Trading Partner Agreement (TPA) is a confidential document whose revelation could jeopardize the commerce and communication that is conducted between the parties to this agreement, the parties should take at least the same amount of care to secure this TPA as would be taken with any other proprietary, internal or contractual document.

NOW THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Article 1. Prerequisites

1.1 Data Communications. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s), as such Exhibit(s) may be revised by written agreement (collectively "Documents"). Any transmission of data which is not a Document, a Functional Acknowledgement, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the parties. All Data Communications shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Exhibit(s). The Exhibit(s) to this Agreement is (are) attached hereto. Any modification of the provisions contained in the body of this Agreement will be effective as set forth in the Exhibit(s).

1.2 Third Party Service Providers

1.2.1 Data Communications will be transmitted electronically to each party as specified in the Exhibit(s), either directly or through any third party service provider ("Provider") with whom either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party.

1.2.2 Each party shall be responsible for the costs of any Provider with whom it contracts, unless otherwise set forth in the Exhibit(s). Each party shall be responsible for services needed to carry out its responsibilities under this agreement.

1.2.3 Notwithstanding the acts or omissions of its Provider, for purposes of this Agreement, each party is responsible for transmitting, receiving, storing or handling Data Communications to the extent required to effectuate transactions pursuant to Section 2.

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Article 1. Prerequisites (Continued)

1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the parties' respective Receipt Computers.

1.4 Security Procedures

1.4.1 Each party shall use those security procedures specified in the North American Energy Standards Board Working Gas Quadrant ("NAESB WGQ") standards and the Exhibit(s). The manner in which public encryption keys are to be changed and/or exchanged will be specified in the Exhibit(s).

Security Key Exchanges. The parties shall maintain a public key used to facilitate secure electronic communication. The parties shall change their public key as set forth in the Exhibit(s). However, in emergency situations in which it is necessary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide to the other its public key by either: (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.

1.5 Signatures. Each party shall adopt as its signature private keys which shall be applied to each document transmitted by such party ("Digital Signature "). Such Digital Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender.

Section 2. Transmissions

2.1 Proper Receipt

2.1.1 Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Exhibit(s), as evidenced by the receipt by sending party of the HTTP response initiated by receiving party. The HTTP response shall specify the date and time of receipt of a Document at the receiving Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error.

2.1.2 The "Receipt Computer" shall be defined in the Exhibit(s) as the receiving party's Uniform Resource Locator ("URL"), which describes the protocols which are needed to access the resources and point to the appropriate Internet locations. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Exhibit(s) as the receiving party's URL provided by the receiving party's Provider.

2.2 Digital Signature Verification and Decryption. Upon proper receipt of any Document, the receiving party shall attempt to decrypt the Document and verify the digital signature of the sending party. If the Document is verified and the decryption is successful, the receiving party shall transmit a Functional Acknowledgment in return. If the Document is verified and the decryption is unsuccessful, the receiving party shall send the applicable error message to the sending party. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party.

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Article 2. Transmissions (Continued)

2.3 Functional Acknowledgement and Response Document

2.3.1 For the purposes of this Agreement, a "Functional Acknowledgment" means an ASC X12 Transaction Set 997 which confirms a Document has been received and whether all required portions of the Document are syntactically correct or not, but which does not confirm the substantive content(s) of the related Document.

2.3.2 If the Functional Acknowledgment indicates an error, neither party shall rely on the Document. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party. If the Functional Acknowledgment does not indicate any error, the Functional Acknowledgment shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.3 If there has been proper receipt pursuant to Article 2.1, verification and successful decryption pursuant to Article 2.2, and if the receiving party nevertheless fails to transmit a Functional Acknowledgement, the sending party's records of the contents of the Document shall control, unless the sending party has retransmitted a Document pursuant to Article 2.3.7.

2.3.4 By mutual agreement, the parties may designate in the Exhibit(s) a "Response Document" Transaction Set as a substitute for or in addition to an ASC X12 Transaction Set 997. A Response Document confirms that a Document has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document.

2.3.5 If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known. The sending party shall attempt to correct the errors and promptly retransmit the Document or applicable portion or otherwise contact the receiving party. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.6 If the parties have mutually agreed to the use of a Response Document, and if there has been proper receipt pursuant to Article 2.1, verification and successful decryption pursuant to Article 2.2, and if the receiving party nevertheless fails to transmit a Response Document, the sending party's records of the contents of the Document shall control unless the sending party has retransmitted a Document pursuant to Article 2.3.7.

2.3.7 Retransmissions. If the sending party of a Document has not received a corresponding functional acknowledgment or response document within the time frame indicated in the Exhibit(s), the sending party shall retransmit the Document and such Document shall be considered a new transmission for purposes of Article 2.

Article 3. Terms

3.1 Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written agreement(s), the terms and conditions of the underlying agreement(s) shall control.

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Article 3. Terms (Continued)

3.2 Terms and Conditions of Reports and Other Information. In the absence of any other written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to:

[A] those terms and conditions, including any terms for payment, included in the Exhibit(s);
and
[B] such additional terms and conditions as may be determined in accordance with applicable law.

3.3 Change in Terms and Conditions. Notwithstanding Article 4.1 of this Agreement, if any party determines that Data Communications under this Agreement are altered by a subsequent change to a party's tariff or obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which Data Communications under this Agreement are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Article 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.

3.4. Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Article 1.5 or in the Exhibit(s), by written agreement between the parties, or by applicable law.

3.5. Validity: Enforceability

3.5.1 This Agreement has been executed by the parties to evidence their mutual intent to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.

3.5.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Article 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is applied, a Digital Signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.5.3 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Article 4. Miscellaneous

4.1 Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.2 Severability. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 Entire Agreement. This Agreement and the Exhibit(s) constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement.

4.4 No Third Party Beneficiaries. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties, their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

4.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of _____ [specify state, commonwealth, province, etc.] of _____, excluding any conflict-of-law rules and principles of that jurisdiction which would result in reference to the laws or law rules of another jurisdiction.

4.6 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

4.7 Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Data Communications pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from Data Communications under this Agreement shall be set forth in the Exhibit(s).

4.8 Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Exhibit(s) to the addressee party at such party's address as set forth in the Exhibit(s). Either party may change its address for the purpose of notice hereunder by giving the other party no less than five days prior written notice of such new address in accordance with the preceding provisions.

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Article 4. Miscellaneous (Continued)

4.9 Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

4.10 Waivers. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

4.11 Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute one and the same instrument.

4.12 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

DEFINED TERM	WHERE DEFINED
Agreement	Header
Data Communications	Article 1.1
Digital Signature	Article 1.5
Documents	Article 1.1
Electronic Data Interchange, EDI	Recital
Functional Acknowledgment	Article 2.3.1
parties	Header
Provider	Article 1.2.1
Receipt Computer	Article 2.1.2
Response Document	Article 2.3.4
Signed Documents	Article 3.5.2
time-c	Article 2.1.1
Uniform Resource Locator, URL	Article 2.1.2

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Company Name: _____ Company Name: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

1. Contact Information

   Company Name: _____

   Street Address: _____

   City: _____

   State/Province/Commonwealth: _____

   Zip/Postal Code: _____

   Attention [Name, Title]: _____

   Phone: _____ Fax: _____ Email Address: _____

   Legal Entity Common Code (D-U-N-S*(Number): _____

   Company Name: _____

   Street Address: _____

   City: _____

   State/Province/Commonwealth: _____

   Zip/Postal Code: _____

   Attention [Name, Title]: _____

   Phone: _____ Fax: _____ Email Address: _____

   Legal Entity Common Code (D-U-N-S*(Number): _____

2. Special Allocation Costs if Any: _____

_____
* (A registered trademark of Dun & Bradstreet Corporation)

EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

3. Communication Specifics:

Company Name: _____

EDI Contact Phone Number: _____

Provider Name: _____

Receipt Computer URL (include host name or IP address, any non standard port, directory and program name as necessary): _____

Basic Authentication Userid: _____

Basic Authentication Password: _____

HTTP to/from Tag: _____

Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____

Company Name: _____

EDI Contact Phone Number: _____

Provider Name: _____

Receipt Computer URL (include host name or IP address, any non standard port, directory and program name as necessary): _____

Basic Authentication Userid: _____

Basic Authentication Password: _____

HTTP to/from Tag: _____

Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____

Parties should execute a separate Exhibit for each different URL.]

EXHIBIT _____
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (DATE)

4. Transaction Sets:
Complete table for all applicable transaction sets (Refer to the NAESB Home Page (www.naesb.org) for the current list of transaction set numbers and document names).

RECEIVING PARTY's TRANSACTION SET NUMBER	NATURAL GAS DOCUMENT NAME	SENDING PARTY's ISA Qualifier	ISA ID	GS ID	RECEIVING PARTY's ISA Qualifier	ISA ID	GS ID	Functional Acknowledgment (FA) or Responsive Document (RD) Supported

EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

5. Standards and Industry Guidelines: (Specify all applicable standards, issuing organizations, and published industry guidelines.)

_____

_____

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the transaction(s) contained in this Exhibit(s). The mutually agreed provisions of this Exhibit(s) shall control in the event of any conflict with any listed industry guidelines.

6. Security Procedures: (Define security procedures, including but not limited to encryption, authentication, and PGP version.)

_____

_____

6.1 Public Encryption Key Exchange Procedures:

a) Contact for public encryption key exchange (emergency and scheduled)

_____

b) Method of contact and related information (phone number and/or e-mail address)

_____

c) Chosen electronic method of key exchange

_____

d) Scheduled public encryption key exchange procedures including frequency

_____

e) Emergency public encryption key exchange procedures

_____

f) Verification procedures to confirm appropriate exchange of public encryption keys

_____

g) Other

_____

EXHIBIT ___

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

7. Terms and Conditions: (If no special terms and conditions have been agreed upon, enter "None.")

   _____

   _____

8. Data Retention: (If no special data retention procedures have been agreed upon, enter "None.")

   _____

   _____

9. Limitation on Direct Damages: (If no limitation has been agreed upon, enter "None.")

   _____

   _____

10. Confidential Information: (See Section 3.4. If no limitation has been agreed upon, enter "None.")

   _____

   _____

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

Company Name:_____	Company Name:_____
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

AGENCY AUTHORIZATION AGREEMENT

This Agreement is entered into on this _____day of _____, ___ , by and between Viking Gas Transmission 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: 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:

___(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.

___(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.

AGENCY AUTHORIZATION AGREEMENT

2. Contract Level Authorization: Contract Holder hereby authorizes Agent to exercise the rights and/or perform the obligations ("Agency Functions") set forth below for the following contracts: _____
_____

   (1) Right to Nominate: Agent is authorized to nominate for above contracts on behalf of the Contract Holder quantities of gas up to the Total Quantity per Contract. Access to all applicable nomination reports is provided to Agent.

   (2) Rights on Invoices: For above contracts, Agent will receive all invoices for payment, including all supporting documentation.

   Contract Holder and Agent also understand and agree that Agent is required to comply with all provisions of the Contract(s) and of Company's FERC Gas Tariff governing the transportation, storage, supply aggregation and/or balancing of gas.

3. This Agency Authorization Agreement shall be executed pursuant to Section 24 of the General Terms and Conditions of Company's FERC Gas Tariff.

4. Indemnity: Company will rely on communications and actions of Agent for all specified purposes related to the specified Contracts above Contract Holder agrees to indemnify and hold Company harmless against any and all claims arising from Company's actions in reliance on communications with Agent. Agent agrees to indemnify and hold Company harmless against any and all claims that are brought by Contract Holder against Company and that arise from or relate to this Agency Authorization Agreement or the Contracts, provided, however, nothing herein shall relieve Company of liability for its own negligence.

5. Term: The term of this Agreement shall be for a term beginning _____ and will continue in full force thereafter unless terminated by Agent, Contract Holder or Company by written notice from any Party to all other Parties two (2) Business Days prior to the effective date of the termination.

6. Regulation: This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued.

7. Waiver: No waiver by any Party of one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

8. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Oklahoma without regard to choice of law doctrine that refers to the laws of another jurisdiction.

9. Conflicts: In the event of a conflict between the provisions of this Agreement and the General Terms and Conditions of Company's FERC Gas Tariff, the General Terms and Conditions shall govern.

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: _____

Viking Gas Transmission Company

By: _____

Title: _____

Effective Date: 07/01/2004 Status: Effective
FERC Docket: RP04-306-000

2nd Revised Sheet Nos. 158 Through 165 2nd Revised Sheet Nos. 158 Through 165 : Effective
Superseding: First Revised Sheet Nos. 148 Through 165

Sheet Nos. 158 through 165 are being reserved for future use.

Page _____ of _____

EXHIBIT I-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

2. STANDARDS: Specify all applicable standards and the issuing organizations.
_____
_____

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the Transaction(s) contained in this Exhibit.

3. INDUSTRY GUIDELINES: Specify all applicable published industry guidelines.
_____
_____

The mutually agreed provisions of this Exhibit shall control in the event of any conflict with any listed industry guidelines.

4. SECURITY PROCEDURES: (Define security procedures, including but not limited to encryption, authentication, and PGP version .)
_____
_____

4.1 PUBLIC Encryption KEY EXCHANGE PROCEDURES:

a) Contact for public encryption key exchange (emergency and scheduled)
_____

b) Method of contact and related information (phone number and/or e-mail address)
_____

c) Chosen electronic method of key exchange
_____

d) Scheduled public encryption key exchange procedures including frequency
_____

e) Emergency public encryption key exchange procedures
_____

Page _____ of _____

EXHIBIT I-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

f) Verification procedures to confirm appropriate exchange of public encryption keys
_____
_____

g) Other
_____
_____

5. TERMS AND CONDITIONS: (If no special terms and conditions have been agreed upon, enter "None".)
_____
_____

6. DATA RETENTION (If no special data retention procedures have been agreed upon, enter "None".)
_____
_____

7. REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced Agreement. Parties to place a list of type(s) of agreements, as well as language which provides for the incorporation into this Exhibit of all agreements of specified type(s) which are executed subsequent to ratification of this Exhibit.)
_____
_____
_____

Page _____ of _____

EXHIBIT I-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon, enter "None".)
_____
_____

9. CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been agreed upon, enter "None".)
_____
_____

10. Is the data element "transaction set" supported in the HTTP envelope (Yes/No)
_____

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

COMPANY NAME: _____	COMPANY NAME: _____
BY: _____	BY: _____
PRINTED NAME _____	PRINTED NAME _____
TITLE: _____	TITLE _____

Page _____ of _____

EXHIBIT V-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

1. DOCUMENT SPECIFIC OPERATING INFORMATION:
(This section covers only the originating Document and its Functional Acknowledgment or identification and timing of substitute Response Document.)

NATURAL GAS DESCRIPTIVE NAME _____
ASC X12 VERSION/RELEASE NO. _____

ELECTRONIC DELIVERY MECHANISM (The method used to electronically transmit transactions, such as those in EDI format, to a trading partner) - VAN:

ROW NUM	ITEMS	ORIGINATING PARTY	RECEIVING PARTY
1	COMPANY NAME		
2	EDI CONTACT PHONE NUMBER		
3	PROVIDER NAME (if different from that in the Appendix		
4	RECEIPT COMPUTER VAN Account ID		
5	ISA QUALIFIER		
6	ISA ID CODE		
7	GS ID CODE		
8	FUNCTIONAL 997 DOCUMENT ACKNOWLEDGEMENT (FA)(Y/N)	N/A	
9	FA RETURN TIME FRAME	N/A	
10	RESPONSE DOCUMENT (RSP) NUMBER/NAME	N/A	
11	FUNCTIONAL ACKNOWLEDGEMENT OF RESPONSE	N/A	
12	RSP RETURN TIME FRAME	N/A	
13	ACCEPTANCE DOCUMENT (ACPT)	N/A	
14	FUNCTIONAL ACKNOWLEDGEMENT OF ACCEPTANCE		N/A
15	ACPT RETURN TIME FRAME	N/A	
16	RETRANSMIT TIME FRAME (ORIGINAL DOCUMENT)		N/A
17	SIGNATURE CODE		

Page _____ of _____

EXHIBIT V-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

2. STANDARDS: Specify all applicable standards and the issuing organizations.
_____
_____
Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the Transaction(s) contained in this Exhibit.

3. INDUSTRY GUIDELINES: Specify all applicable published industry guidelines.
_____
_____

The mutually agreed provisions of this Exhibit shall control in the event of any conflict with any listed industry guidelines.

4. SECURITY PROCEDURES: (Define security procedures, including but not limited to encryption, authentication, and PGP version if any.)
_____
_____

4.1 PUBLIC Encryption KEY EXCHANGE PROCEDURES: (If applicable)

a) Contact for public encryption key exchange (emergency and scheduled)
_____

b) Method of contact and related information (phone number and/or e-mail address)
_____

c) Chosen electronic method of key exchange
_____

d) Scheduled public encryption key exchange procedures including frequency
_____

e) Emergency public encryption key exchange procedures
_____

Page _____ of _____

EXHIBIT V-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

f) Verification procedures to confirm appropriate exchange of public encryption keys
_____
_____

g) Other
_____
_____

5. TERMS AND CONDITIONS: (If no special terms and conditions have been agreed upon, enter "None".)
_____
_____

6. DATA RETENTION (If no special data retention procedures have been agreed upon, enter "None".)
_____
_____

7. REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced Agreement. Parties to place a list of type(s) of agreements, as well as language which provides for the incorporation into this Exhibit of all agreements of specified type(s) which are executed subsequent to ratification of this Exhibit.)
_____
_____
_____

Page _____ of _____

EXHIBIT V-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER _____

8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon, enter "None".)
_____
_____

9. CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been agreed upon, enter "None".)
_____
_____

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

COMPANY NAME: _____	COMPANY NAME: _____
BY: _____	BY: _____
PRINTED NAME _____	PRINTED NAME _____
TITLE: _____	TITLE _____