109 FERC ¶ 61,188
FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D.C. 20426

November 22, 2004

In Reply Refer To:
Cheyenne Plains Gas Pipeline Company, L.L.C.
Docket No. CP03-302-004

Cheyenne Plains Gas Pipeline Company, L.L.C.
Two North Nevada Avenue
Colorado Springs, Colorado 80903

Attention: Catherine E. Palazzari, Vice President

Reference: Compliance Transportation Tariff, Revised Initial Rates, and Non-Conforming Negotiated Rate Contracts

Ladies and Gentlemen:

1. On September 23, 2004, Cheyenne Plains Gas Pipeline Company (Cheyenne Plains) filed a new transportation tariff (Original Volume No. 1) and revised initial rates pursuant to the Commission's Orders in Docket No. CP03-302-000, *et al*.[1] The filing also includes the fourteen negotiated rate agreements underwriting the project and two related letter agreements.[2] Cheyenne Plains requests its proposed tariff and initial recourse rates become effective November 22, 2004.[3]

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[1] *Cheyenne Plains Gas Pipeline Company, L.L.C.*, 105 FERC ¶ 61,095 (2002); 106 FERC ¶ 61,275 (2004) (the March 24 Order), *order denying rehearing*, 108 FERC ¶ 61,052 (2004). The March 24 Order also requires Cheyenne Plains' compliance with Environmental Condition No. 9. The instant filing indicates that Cheyenne Plains will file a separate request to place the pipeline component of the project into service, and for written approval from the Director of Office of Energy Projects allowing Cheyenne Plains to commence service.

[2] Cheyenne Plains refers to the fourteen negotiated rate agreements as Transportation Service Agreements (TSAs).

[3] Cheyenne Plains expects to commence service on December 1, 2004. However, an area amine treatment plant to reduce CO_2 levels will not become operational until late December 2004. As a result, Cheyenne Plains expects to begin deliveries to Southern Star Central Gas Pipeline (Southern Star) by December 31, 2004.

2. The negotiated rate agreements and related letter agreements are accepted for filing, and the tariff sheets listed in the Appendix are accepted to become effective on the later of November 22, 2004, or the actual in-service date. Acceptance of this filing benefits the customers because it ensures that Cheyenne Plains' tariff prescribing the transportation service terms and rates is consistent with the Commission's policy and the open-access regulations found in Part 284.

3. Notices of intervention and unopposed timely filed motions to intervene are granted pursuant to the operation of Rule 214 of the Commission's Rules of Practice and Procedure (18 C.F.R. 385.214 (2004)). Any opposed or untimely filed motion to intervene is governed by the provisions of Rule 214. No protests or comments were filed.

Cheyenne Plains' Compliance Filing

4. The March 24 Order granted Cheyenne Plains an amended certificate to construct a 380-mile, 36-inch pipeline from the Cheyenne Hub in Weld County, Colorado to existing mid-continent pipelines. With respect to Cheyenne Plains' proposed services on the new pipeline, the March 24 Order accepted Cheyenne Plains' *pro forma* tariff for firm and interruptible transportation services subject to Cheyenne Plains filing: (i) revised initial rates reflecting actual plant and debt costs; (ii) an actual tariff at least 60 days prior to its planned in-service date; (iii) certain tariff revisions affecting its interruptible and penalty revenue crediting mechanisms, as clarified by the July 13 Rehearing Order; and, (iv) the executed Precedent Agreements at least 30 days prior to the commencement of service.

A. Restatement of Recourse Rates

5. The instant filing restates Cheyenne Plains' initial recourse rates to reflect: (i) the removal from the projected cost of service of an estimated $10,611,400 for the second amine treatment plant planned for service in late 2005; and, (ii) the adjustment to the return on rate base to reflect the revised cost to finance the project from 9 percent to 5.87 percent.[4] Cheyenne Plains will use the 5.87 percent interest rate to compute Allowance for Funds Used During Construction (AFUDC) costs for the construction period, as well.

[4] Cheyenne Plains indicates that the 5.87 percent includes issuance fees and financing costs as negotiated with third parties under an arms-length transaction. However, the financing agreement is pending the lender's review of the most recent Form 10K issued by Cheyenne Plains' parent, El Paso Corporation, and possibly El Paso Corporation's 2004 first and second quarter Form 10Qs, as well.

6. As a result of the two adjustments, the Statement of Rates on Sheet No. 20 reflects a reduction in the firm transportation Rate Schedule FT reservation rate from $10.9766 to $10.6924 per Dth per month. Similarly, the commodity rate, the interruptible transportation Rate Schedule IT rate, and swing service Rate Schedule SS rate are reduced from $0.3609 to $0.3525 per Dth. Our review of Cheyenne Plains' workpapers shows that Cheyenne Plains bases its revised rates on the cost of service and rate base components approved in the March 24 Order, and calculates them consistent with the adjustments mandated by the March 24 Order.

B. Tariff Terms and Conditions

7. Cheyenne Plains states that its proposed tariff reflects the *pro forma* tariff language previously accepted by the Commission in the underlying orders, and the tariff revisions required in response to the parties attending the August 27, 2003 Technical Conference. Cheyenne Plains' compliance revisions to its interruptible (IT) and penalty revenue crediting mechanisms are consistent with the March 24 Order, as clarified by the July 13 Rehearing Order. The filing also makes various ministerial changes, discussed below, to correct and update various tariff sections. These changes are either consistent with Commission policy or non-substantive in nature.

1. Compliance Revisions

a. Interruptible and Short-Term Firm Revenue

8. The March 24 Order, as clarified on rehearing, required Cheyenne Plains to revise its IT crediting mechanism to accommodate any revenue sharing obligations under its negotiated rate contracts with its anchor shippers, and to provide a proportionate share of 100 percent of such revenues (less Cheyenne Plains' administrative costs to provide IT service) to any future recourse shippers. Further, the Commission required that the mechanism separately include any short-term firm and authorized overrun revenue in the crediting process.

9. Revised General Terms and Conditions (GT&C) section 20.4 provides for the crediting of revenues from IT service (including Swing Service), short-term firm transportation service, and authorized overrun charges, net of Cheyenne Plains' variable costs and surcharges. All firm and interruptible shippers will be allocated a proportionate share of the shipper's portion of the IT and short-term firm revenues based on the relationship of the total payments by each shipper and the total revenues received by the

pipeline. Negotiated rate shippers will receive revenue credits from this allocation pursuant to the crediting provisions under their respective contracts. Cheyenne Plains will credit non-negotiated rate shippers 100 percent of their allocated share.

b. Penalty Revenue

10. The March 24 order, as clarified, required Cheyenne Plains to proportionally distribute penalty revenues to all "non-offending" shippers, including negotiated, firm and interruptible shippers on its system.

11. Revised GT&C section 22.6 provides that Cheyenne Plains will credit the unauthorized overrun revenue in excess of its costs related to the overrun event to all non-offending firm and interruptible shippers. Eligible shippers will receive the credits annually, but Cheyenne Plains will allocate them on a monthly basis to all shippers not assessed an unauthorized overrun charge during that month. Cheyenne Plains will provide invoice credits on a pro rata basis, based on a shipper's total reservation and commodity charges paid each month. Further, any revenue collected and retained by Cheyenne Plains will accrue interest in accordance with section 154.501(d) of the Commission's regulations.

2. Ministerial Corrections and Updates

12. Cheyenne Plains corrected numerous tariff sheets to: (i) reflect its name change as a limited liability company; (ii) add previously omitted section headings; (iii) correct formatting, minor word processing errors, and general pagination; and, (iv) capitalize defined words throughout the tariff. These numerous changes, as detailed in the instant filing, are accepted. Cheyenne Plains also updates its tariff to include prearranged release exemptions and to clarify the posting of energy affiliate information. Both tariff changes discussed in detail below are consistent with the Commission's directives in Order Nos. 637 and 2004, *et seq*., respectively.

a. Prearranged Release Exemptions

13. In the Order No. 637 Remand Order, the Commission reestablished the rate cap for short-term maximum rate capacity releases stating that "prearranged releases of less than one year at the maximum rate need not be posted for bidding."[5] Revised GT&C

[5] *See Regulation of Short-Term Natural Gas Transportation Services and Regulation of Interstate Natural Gas Transportation Services,* 101 FERC ¶ 61,127 (2002) (Remand Order at P 63).

sections 28.6 and 28.11 prescribe Cheyenne Plains' prearranged release provisions and the award procedures to remove the competitive bidding requirements for short-term releases at the maximum rate. Specifically, consistent with the Remand Order, the tariff changes provide: (i) all prearranged releases (long-term and short-term) at the maximum tariff rate and meeting all other terms of the release are not subject to the competitive bidding process; (ii) prearranged releases for 31 days or less at the maximum tariff rate and meeting all other terms of the release are exempted from the rollover prohibition, allowing such deals to rollover from month to month; and, (iii) if a prearranged offer at the maximum reservation rate meets all other terms of the release, then Cheyenne Plains will award the capacity to the prearranged shipper.[6]

b. **Energy Affiliate Information**

14. In Order No. 2004, the Commission adopted Part 358 to its Regulations requiring all natural gas pipelines to comply with the Standards of Conduct that govern the relationship between pipelines and their "energy affiliates".[7] Among other things, Order No. 2004, *et seq*. broadened the types of affiliates covered under the Standards of Conduct to include both marketing and energy affiliates. Revised GT&C section 23 changes references to affiliated marketers and brokers to "energy affiliate(s)" and provides for the electronic posting of any facilities and personnel shared with affiliates.[8]

C. **Non-Conforming Negotiated Rate Agreements**

15. Cheyenne Plains submitted its fourteen executed negotiated rate agreements in compliance with the initial order in this proceeding. The long-term negotiated rate agreements commit to contract quantities totaling 560,000 Dth per day, the full capacity of the system.[9] The negotiated rate elements and non-conforming provisions under those agreements, as discussed in detail below, are consistent with other non-conforming provisions accepted by the Commission in that such provisions do not affect the

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[6] The Commission accepted similar language for other pipelines. *See e.g.*, for Cheyenne Plains' affiliate, *Colorado Interstate Gas Company*, July 26, 2004, unpublished Letter Order in Docket No. RP04-391-000.

[7] *See* 105 FERC ¶ 61,248 (2003) and 107 FERC ¶ 61,032 (2004).

[8] Cheyenne Plains' notes that the Commission accepted similar revisions in *Wyoming Interstate Company, Ltd.* by a September 14, 2004, unpublished Letter Order in Docket No. RP04-457-000.

[9] System capacity will increase to 730,000 Dth per day next year when additional capacity is added under Cheyenne Plain's request approved by a September 27, 2004, unpublished Letter Order in Docket No. CP04-345-000.

operational conditions of providing service nor result in any customer receiving a different quality of service from that available to the pipeline's other customers.[10]

1. Rates Not Subject to Maximum and Minimum

16. Exhibit B, Note 1, in all of the negotiated rate agreements describes the negotiated rates charged under each agreement. Specifically, the contract rates are not subject to the maximum or minimum recourse rates and will not change as the recourse rates change. Further, if the Commission or a court with jurisdiction prohibits Cheyenne Plains from collecting the revenues provided for in the negotiated rate agreements, the parties agree to enter into a substitute lawful agreement that will place both parties in the same economic position as that established by the negotiated rate agreements.

17. In addition, Exhibit B, Note 1, includes language comparable to GT&C section 20.1(d) of the proposed tariff which permits Cheyenne Plains to agree in writing to a discounted transportation rate at revised primary receipt or delivery points. Specifically, Exhibit B, Note 1, in all of the negotiated rate agreements clarifies that the negotiated rate shipper will receive the same negotiated rate when it revises its primary points if capacity is available at the revised points and the change does not adversely affect system operations or other firm obligations.

2. Most Favored Nations Clause

18. In its original application, Cheyenne Plains proposed a most favored nations clause for its anchor shippers as a part of its generally applicable tariff. In its Preliminary Determination, the Commission found the most favored nations clause inappropriate in the pipeline's FERC Gas Tariff. The Commission also ruled that it would permit such a

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[10] *See e.g., ANR Pipeline Company,* 103 FERC ¶ 61,223 at P 31 and 37 (2003) (The Commission accepted a non-conforming contract right since such right is "expressly contemplated" in the rate schedule under the pipeline's tariff. Specifically, the Commission found that the shipper's right to aggregate gate stations "does not constitute a negotiated term and condition of service [since the] inclusion of such terms in any individual shipper's contract does not give that shipper a different quality of service than that offered all shippers under the rate schedule." Further, the Commission accepted a tariff revision to include a contract provision such that the contract provision "[did] not give a shipper a different quality of service from other shippers since such a right is offered pursuant to a generally applicable tariff provision.")

clause in the negotiated rate agreements since the clause would not provide the anchor shippers with a different quality of service from future expansion shippers, and would not adversely affect other shippers on the system.[11]

19. Accordingly, the instant filing amends each negotiated rate agreement to include the most favored nations clause applicable only to the negotiated shipper's rate under the agreement. Specifically, the most favored nations clause requires that, during the term of the anchor shippers' negotiated rate agreements, if a future shipper on an expansion of the pipeline executes a contract for service from the Cheyenne Hub to the Greensburg, Kansas area for the same length of service or shorter that has a negotiated or discounted rate that is lower on a 100% load factor basis than the negotiated rate contained therein, then Cheyenne Plains will reduce the rate established in the negotiated rate agreements to the same level as such other comparable negotiated or discounted rate.

3. Interruptible Revenue Crediting Contract Provision

20. In the July 13 Rehearing Order, the Commission determined that, to accommodate the interests of Cheyenne Plains' anchor shippers, Cheyenne Plains and its negotiated rate customers could agree to amend their negotiated rate contracts to allow an equal sharing of a proportionate amount of the IT revenue (including authorized overrun charges) collected by Cheyenne Plains. Accordingly, the instant filing includes a provision in each negotiated rate agreement to provide that the shipper will receive 50 percent of a pro rata share of the revenues received by Cheyenne Plains from interruptible transportation, short-term firm transportation services, and authorized overrun charges (net of variable costs and surcharges) until such time as the Commission modifies the treatment of the costs and revenues of such service.

21. Cheyenne Plains states that it established a sub-account for revenues it receives from its negotiated rate contracts, and will separately record the volume transported, billing determinants, rate components, surcharges, and the revenue associated with each such negotiated rate contract to permit filing in the format required by Statements G, I, and J in future Natural Gas Act section 4 rate case filings.

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[11] *See* March 24 Order at P 39.

D. <u>Potential Non-Conforming Provisions</u>

22. Under its negotiated rate authority, Cheyenne Plains must file negotiated rate agreements containing provisions that are not included in the applicable *pro forma* service agreement. Accordingly, Cheyenne Plains submits the following provisions as potential non-conforming provisions under the Commission's Rate Policy, as modified.[12] We find these provisions acceptable since they will not result in any customer receiving a different quality of service from that available to any other potential customers on Cheyenne Plains' system.[13]

1. <u>Free Flow Phase</u>

23. Cheyenne Plains plans to commence service prior to the operation of the first amine treatment plant and compression facilities (the "free flow" phase). Paragraphs 9 and 11 and in Exhibits A and B to the negotiated rate agreements include a provision to provide for service during this "free flow" phase, which Cheyenne Plains expects to only occur the first month of service. During this phase, each shipper's maximum daily quantity (MDQ) will be a pro rata share of the free flow capacity of the pipeline (based on the full MDQs of all shippers). On the first day of the month after Cheyenne Plains becomes fully operational, the MDQ will increase to the full contract level. Due to operational restrictions during the free flow phase, Wyoming Interstate Company, Ltd. will be the only receipt point and ANR Pipeline Company (ANR) and Panhandle Eastern Pipe Line Company (PEPL) will be the only delivery points during this period. The stated term of the negotiated rate agreement (i.e., ten years) will commence when the pipeline is fully operational. During the free flow phase, Cheyenne Plains will only charge the shippers for the volumes they actually flow. Further, fuel will not be consumed in pipeline operations during the free flow phase. Accordingly, Exhibit B provides that, until the first day the pipeline is fully operational, Cheyenne Plains will limit fuel reimbursement to the collection of lost and unaccounted for gas. Once fully operational, Cheyenne Plains will require the fuel reimbursement charges as stated in the tariff.

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[12] Cheyenne Plains also included discussions of non-conforming provisions previously found acceptable by the Commission in this proceeding. For this reason, the provisions regarding the execution of replacement agreements and the 1-year creditworthiness requirement are not discussed here.

[13] *See* footnote 10, *supra*.

2. Sizing of Meters at Delivery Points

24. Exhibit A to each negotiated rate agreement contains a note addressing the commitment Cheyenne Plains made on the construction of meters at delivery facilities. Cheyenne Plains agrees to size the meters at delivery interconnects in the Greensburg, Kansas hub vicinity to handle quantities in excess of the total primary rights at each point to permit shippers to use their secondary rights to flow to non-primary points on their negotiated rate agreements. Cheyenne Plains agrees to install delivery facilities to Southern Star with meter capacities capable of flowing 560,000 Dth per day provided the delivery pressure equals or exceeds 810 p.s.i.g.[14] Additionally, Cheyenne Plains will install delivery facilities at interconnects with ANR, PEPL, Northern Natural Gas Company and Natural Gas Pipeline Company of America with meter capacities capable of flowing the lesser of: (i) the maximum deliverability of the Cheyenne Plains pipeline at the point of interconnection; (ii) the current take-away capacity at the point of interconnection; or, (iii) 1,000,000 Dth per day provided the delivery pressure equals or exceeds 810 p.s.i.g. According to Cheyenne Plains, this provision will benefit all shippers equally, since the super-sized meters will be available for the use of all shippers with or without this contract provision.

3. CO_2 Compliance at Southern Star Interconnect

25. Four negotiated rate agreements have the interconnect at Southern Star as a primary delivery point. As discussed during this proceeding, Southern Star has a more restrictive CO_2 requirement than Cheyenne Plains' other pipeline interconnects. Therefore, Cheyenne Plains included in these four negotiated rate agreements a note in Exhibit A expressing Cheyenne Plains' commitment to either install the required facilities or otherwise arrange to meet the CO_2 specification for quantities delivered to Southern Star. Cheyenne Plains states that the second amine treatment plant planned for operation in late 2005 will satisfy this requirement.

4. Assignment Language

26. The OGE Energy Resources' ("OGE") negotiated rate agreement includes a provision allowing for assignment of rights or obligations under the agreement. This provision is carried forward from the original Precedent Agreement between the parties

[14] The design of the southern amine plant is sized for primary firm delivery requirements only. Delivery to Southern Star on a secondary basis may be available if Southern Star accepts deliveries of higher CO_2 gas.

and designed to allow OGE to restructure prior to the in-service date. OGE requested inclusion of the provision since the parties will execute the negotiated rate agreement at least two months before the in-service date of the facilities. Cheyenne Plains states that the provision loses its effectiveness upon the in-service date. Therefore, Cheyenne Plains adds, the Commission should not consider the provision as a non-conforming provision that carries forward into the post-construction phase of the negotiated rate agreement.

5. Construction Conditions

27. Paragraph 15 of each negotiated rate agreement includes a provision stating that Cheyenne Plains will construct the 36-inch pipeline capable of transporting 560,000 Dth per day and will make good faith efforts to place the pipeline in service by August 31, 2005, subject to receipt of a Commission certificate and all other necessary permits and authorizations. Further, the negotiated rate agreements for OGE and Kansas Gas Service ("KGS") contain a provision providing them with relief of their obligations if the in-service date does not occur by August 31, 2005. According to Cheyenne Plains, these provisions were included in the executed negotiated rate agreements since the agreements were executed prior to the completion of the facilities. Because Cheyenne Plains expects to commence service prior to this date, this provision will have no further effect on the negotiated rate agreement.

6. Related Letter Agreements

28. In addition to the negotiated rate agreements submitted here, Cheyenne Plains submited two letter agreements that may be considered related ancillary agreements to the negotiated rate agreements. The letter agreements with Oneok Energy Marketing & Trading Company, L.P. (Oneok) and KGS precede their respective Precedent Agreements filed in this proceeding and address the development of service for Oneok and KGS, as well as their firm commitments for the Cheyenne Plains service.

By direction of the Commission.

Linda Mitry,
Deputy Secretary.

cc: All Parties

APPENDIX

Cheyenne Plains Gas Pipeline Company, L.L.C.
FERC Gas Tariff Original Volume No. 1

Tariff Sheets Accepted Effective November 22, 2004:

Title Page
Original Sheet No. 1
Sheet Nos. 2-9
Original Sheet No. 10
Original Sheet No. 11
Sheet Nos. 12-19
Original Sheet No. 20
Original Sheet No. 21
Sheet Nos. 22-29
Original Sheet No. 30
Original Sheet No. 31
Sheet Nos. 32-99
Original Sheet No. 100
Original Sheet No. 101
Original Sheet No. 102
Original Sheet No. 103
Original Sheet No. 104
Original Sheet No. 105
Original Sheet No. 106
Original Sheet No. 107
Original Sheet No. 108
Original Sheet No. 109
Original Sheet No. 110
Sheet Nos. 111-119
Original Sheet No. 120
Original Sheet No. 121
Original Sheet No. 122
Original Sheet No. 123
Original Sheet No. 124
Sheet Nos. 125-139
Original Sheet No. 140
Original Sheet No. 141
Original Sheet No. 142
Original Sheet No. 143
Original Sheet No. 144
Sheet Nos. 145-199
Original Sheet No. 200
Original Sheet No. 201
Original Sheet No. 202
Original Sheet No. 203
Original Sheet No. 204
Original Sheet No. 205
Original Sheet No. 206
Original Sheet No. 207
Original Sheet No. 208
Original Sheet No. 209
Sheet Nos. 210-212
Original Sheet No. 213
Original Sheet No. 214
Sheet Nos. 215-216
Original Sheet No. 217
Original Sheet No. 218
Original Sheet No. 219
Sheet Nos. 220-221
Original Sheet No. 222
Original Sheet No. 223
Original Sheet No. 224
Original Sheet No. 225
Original Sheet No. 226
Original Sheet No. 227
Original Sheet No. 228
Original Sheet No. 229
Original Sheet No. 230
Original Sheet No. 231
Original Sheet No. 232
Original Sheet No. 233

Original Sheet No. 234
Sheet Nos. 235-238
Original Sheet No. 239
Original Sheet No. 240
Original Sheet No. 241
Sheet Nos. 242-243
Original Sheet No. 244
Original Sheet No. 245
Original Sheet No. 246
Original Sheet No. 247
Sheet Nos. 248-249
Original Sheet No. 250
Original Sheet No. 251
Original Sheet No. 252
Original Sheet No. 253
Original Sheet No. 254
Original Sheet No. 255
Original Sheet No. 256
Original Sheet No. 257
Sheet Nos. 258-259
Original Sheet No. 260
Original Sheet No. 261
Original Sheet No. 262
Original Sheet No. 263
Original Sheet No. 264
Original Sheet No. 265
Original Sheet No. 266
Original Sheet No. 267
Original Sheet No. 268
Original Sheet No. 269
Original Sheet No. 270
Original Sheet No. 271
Original Sheet No. 272
Original Sheet No. 273
Sheet Nos. 274-276
Original Sheet No. 277
Original Sheet No. 278
Original Sheet No. 279
Original Sheet No. 280
Original Sheet No. 281
Sheet Nos. 282-283
Original Sheet No. 284
Original Sheet No. 285
Original Sheet No. 286
Original Sheet No. 287
Original Sheet No. 288
Original Sheet No. 289
Original Sheet No. 290
Original Sheet No. 291
Original Sheet No. 292
Sheet Nos. 293-295
Original Sheet No. 296
Original Sheet No. 297
Original Sheet No. 298
Original Sheet No. 299
Original Sheet No. 300
Original Sheet No. 301
Original Sheet No. 302
Original Sheet No. 303
Original Sheet No. 304
Original Sheet No. 305
Sheet Nos. 306-307
Original Sheet No. 308
Original Sheet No. 309
Original Sheet No. 310
Original Sheet No. 311
Original Sheet No. 312
Original Sheet No. 313
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Original Sheet No. 315
Original Sheet No. 316
Original Sheet No. 317
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Original Sheet No. 332
Original Sheet No. 333
Original Sheet No. 334
Original Sheet No. 335
Original Sheet No. 336
Original Sheet No. 337
Sheet Nos. 338-340
Original Sheet No. 341
Original Sheet No. 342
Original Sheet No. 343
Sheet Nos. 344-345
Original Sheet No. 346
Sheet Nos. 347-399
Original Sheet No. 400
Original Sheet No. 401
Original Sheet No. 402
Original Sheet No. 403
Original Sheet No. 404
Original Sheet No. 405
Original Sheet No. 406
Original Sheet No. 407
Original Sheet No. 408
Sheet Nos. 409-419
Original Sheet No. 420
Original Sheet No. 421
Original Sheet No. 422
Original Sheet No. 423
Original Sheet No. 424
Original Sheet No. 425
Sheet Nos. 426-439
Original Sheet No. 440
Original Sheet No. 441
Original Sheet No. 442
Original Sheet No. 443
Sheet Nos. 444-499