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FERC GAS TARIFF

Original Volume No. 1-A

of

MISSISSIPPI RIVER TRANSMISSION CORPORATION

Filed with

Federal Energy Regulatory Commission

Communications concerning this Tariff should be addressed to:

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9900 Clayton Road
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CURRENTLY EFFECTIVE RATES
 FIRM TRANSPORTATION SERVICE
 Rates Per MMBtu

Rate Schedule		Base Rate 5/	Other Adjustment 1/	GRI Adjustment 2/	Total Rate
Rate Schedule FTS					
Market Zone 3/ 9/					
Reservation Fee					
	- Maximum	\$6.350	\$(0.250)	--	\$6.100
	- Minimum	\$0.000	--	--	\$0.000
Commodity	- Maximum	\$0.0133	\$ 0.0022	\$0.0147	\$0.0302
	- Minimum	\$0.0133	\$ 0.0022	\$0.0147	\$0.0302
Authorized Overrun					
	- Maximum	\$0.2221	\$(0.0060)	\$0.0147	\$0.2308
	- Minimum	\$0.0133	\$ 0.0022	\$0.0147	\$0.0302
Field Zone 4/ 8/					
Reservation Fee					
	- Maximum	\$3.357	\$(0.250)	--	\$3.107
	- Minimum	\$0.000	--	--	\$0.000
Commodity	- Maximum	\$0.0060	\$ 0.0022	\$0.0147	\$0.0229
	- Minimum	\$0.0060	\$ 0.0022	\$0.0147	\$0.0229
Authorized Overrun					
	- Maximum	\$0.1164	\$(0.0060)	\$0.0147	\$0.1251
	- Minimum	\$0.0060	\$ 0.0022	\$0.0147	\$0.0229
Firm Gathering					
Reservation Fee				Maximum	\$1.954
				Minimum	\$0.000
Commodity				Maximum	\$0.0003
				Minimum	\$0.0003
Interruptible Gathering					
Commodity				Maximum	\$0.0645
				Minimum	\$0.0003
Fuel Use and Loss Percentage 7/					
				Market Zone	2.74%
				Field Zone	1.32%

Footnotes are shown on Sheets No. 4 and No. 5.

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Sub 13 Revised Sheet No. 2 Mississippi River Transmission Corporation: Original Volume No. 1-A
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CURRENTLY EFFECTIVE RATES
 FIRM TRANSPORTATION SERVICE
 Rates Per MMBtu

Rate Schedule	FTS	Base Rate 5/	Other Adjustment 1/	GRI Adjustment 2/	Total Rate
Market Zone 3/ 9/					
Reservation Fee					
	- Maximum	\$6.360	--	\$0.080	\$6.440
	- Minimum	\$0.000	--	--	\$0.000
Commodity	- Maximum	\$0.0133	\$ 0.0025	\$0.0147	\$0.0305
	- Minimum	\$0.0133	\$ 0.0025	--	\$0.0158
Authorized Overrun					
	- Maximum	\$0.2224	\$ 0.0025	\$0.0147	\$0.2396
	- Minimum	\$0.0133	\$ 0.0025	--	\$0.0158
Field Zone 4/ 8/					
Reservation Fee					
	- Maximum	\$3.361	--	\$0.080	\$3.441
	- Minimum	\$0.000	--	--	\$0.000
Commodity	- Maximum	\$0.0060	\$ 0.0025	\$0.0147	\$0.0232
	- Minimum	\$0.0060	\$ 0.0025	--	\$0.0085
Authorized Overrun					
	- Maximum	\$0.1165	\$ 0.0025	\$0.0147	\$0.1337
	- Minimum	\$0.0060	\$ 0.0025	--	\$0.0085
Firm Gathering					
Reservation Fee				Maximum	\$1.954
				Minimum	\$0.000
Commodity				Maximum	\$0.0003
				Minimum	\$0.0003
Interruptible Gathering					
Commodity				Maximum	\$0.0645
				Minimum	\$0.0003
Fuel Use and Loss Percentage 7/				Market Zone	2.60%
				Field Zone	1.11%

Footnotes are shown on Sheets No. 4 and No. 5.

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Eleventh Revised Sheet No. 3 Eleventh Revised Sheet No. 3 : Suspended
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CURRENTLY EFFECTIVE RATES
 INTERRUPTIBLE TRANSPORTATION SERVICE
 Rates Per MMBtu

Rate Schedule ITS	Base Rate 6/	Other Adjustment 1/	GRI Adjustment 2/	Total Rate
Market Zone 3/ 9/				
Commodity - Maximum	\$0.2221	\$(0.0060)	\$0.0147	\$0.2308
- Minimum	\$0.0133	\$ 0.0022	\$0.0147	\$0.0302
Authorized Overrun				
- Maximum	\$0.2221	\$(0.0060)	\$0.0147	\$0.2308
- Minimum	\$0.0133	\$ 0.0022	\$0.0147	\$0.0302
Field Zone 4/ 8/				
Commodity - Maximum	\$0.1164	\$(0.0060)	\$0.0147	\$0.1251
- Minimum	\$0.0060	\$ 0.0022	\$0.0147	\$0.0229
Authorized Overrun				
- Maximum	\$0.1164	\$(0.0060)	\$0.0147	\$0.1251
- Minimum	\$0.0060	\$ 0.0022	\$0.0147	\$0.0229
Firm Gathering Reservation Fee			Maximum	\$1.954
			Minimum	\$0.000
Commodity			Maximum	\$0.0003
			Minimum	\$0.0003
Interruptible Gathering Commodity			Maximum	\$0.0645
			Minimum	\$0.0003
Fuel Use and Loss Percentage 7/			Market Zone	2.74%
			Field Zone	1.32%

Footnotes are shown on Sheets No. 4 and No. 5.

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Sub 13 Revised Sheet No. 3 Sub 13 Revised Sheet No. 3 : Superseded
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CURRENTLY EFFECTIVE RATES
 INTERRUPTIBLE TRANSPORTATION SERVICE
 Rates Per MMBtu

Rate Schedule ITS	Base Rate 6/	Other Adjustment 1/	GRI Adjustment 2/	Total Rate
Market Zone 3/ 9/				
Commodity - Maximum	\$0.2224	\$ 0.0025	\$0.0147	\$0.2396
- Minimum	\$0.0133	\$ 0.0025	--	\$0.0158
Authorized Overrun				
- Maximum	\$0.2224	\$ 0.0025	\$0.0147	\$0.2396
- Minimum	\$0.0133	\$ 0.0025	--	\$0.0158
Field Zone 4/ 8/				
Commodity - Maximum	\$0.1165	\$ 0.0025	\$0.0147	\$0.1337
- Minimum	\$0.0060	\$ 0.0025	--	\$0.0085
Authorized Overrun				
- Maximum	\$0.1165	\$ 0.0025	\$0.0147	\$0.1337
- Minimum	\$0.0060	\$ 0.0025	--	\$0.0085
Firm Gathering Reservation Fee			Maximum	\$1.954
			Minimum	\$0.000
Commodity			Maximum	\$0.0003
			Minimum	\$0.0003
Interruptible Gathering Commodity			Maximum	\$0.0645
			Minimum	\$0.0003
Fuel Use and Loss Percentage 7/			Market Zone	2.60%
			Field Zone	1.11%

Footnotes are shown on Sheets No. 4 and No. 5.

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Sixth Revised Sheet No. 4 Sixth Revised Sheet No. 4 : Suspended
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CURRENTLY EFFECTIVE RATES
Rates Per MMBtu

FOOTNOTES APPLICABLE TO RATES SET FORTH ON SHEET NOS. 2 AND 3

- 1/ Other Adjustment includes the ACA Charge of \$.0022 in the commodity component which shall be assessed in accordance with Section 154.38 of the Commission's Regulations and credit surcharges of \$(0.250) in the FTS Reservation Fee and \$(.0082) in the ITS commodity component pursuant to Article V of Transporter's Stipulation and Agreement in Docket No. RP89-248.
- 2/ The GRI Adjustment shall be assessed, when applicable, in accordance with Section 154.38 of the Commission's Regulations.
- 3/ The Market Zone consists of the portion of Transporter's pipeline system north of the Missouri/Arkansas border.
- 4/ The Field Zone consists of the portion of Transporter's pipeline system south of the Missouri/Arkansas border.
- 5/ Rate Schedule FTS base rates include the following Underground Storage cost components:

	Reservation Fee	Commodity
Market Zone - Maximum	\$1.146	\$0.0010
- Minimum	\$0.000	\$0.0010
Field Zone - Maximum	\$1.146	\$0.0010
- Minimum	\$0.000	\$0.0010

- 6/ Rate Schedule ITS base rates include the following Underground Storage cost components:

	Commodity
Market Zone - Maximum	\$0.0387
- Minimum	\$0.0010
Field Zone - Maximum	\$0.0387
- Minimum	\$0.0010

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Sub 8 Revised Sheet No. 4 Sub 8 Revised Sheet No. 4 : Superseded
 Superseding: 1 Rev. 7 Rev. Sheet No. 4

CURRENTLY EFFECTIVE RATES
 Rates Per MMBtu

FOOTNOTES APPLICABLE TO RATES SET FORTH ON SHEET NOS. 2 AND 3

- 1/ Other Adjustment includes the ACA Charge of \$.0025 in the commodity component which shall be assessed in accordance with Section 154.38 of the Commission's Regulations.
- 2/ The GRI Adjustment shall be assessed, when applicable, in accordance with Section 154.38 of the Commission's Regulations.
- 3/ The Market Zone consists of the portion of Transporter's pipeline system north of the Missouri/Arkansas border.
- 4/ The Field Zone consists of the portion of Transporter's pipeline system south of the Missouri/Arkansas border.
- 5/ Rate Schedule FTS base rates include the following Underground Storage cost components:

	Reservation Fee	Commodity
Market Zone - Maximum	\$1.147	\$0.0010
- Minimum	\$0.000	\$0.0010
Field Zone - Maximum	\$1.147	\$0.0010
- Minimum	\$0.000	\$0.0010

- 6/ Rate Schedule ITS base rates include the following Underground Storage cost components:

	Commodity
Market Zone - Maximum	\$0.0387
- Minimum	\$0.0010
Field Zone - Maximum	\$0.0387
- Minimum	\$0.0010

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CURRENTLY EFFECTIVE RATES
Rates Per MMBtu

FOOTNOTES APPLICABLE TO RATES SET FORTH ON SHEET NOS. 2 AND 3
(Continued)

- 7/ Transporter shall either a) retain the applicable percentage of all volumes transported as reimbursement for fuel use and loss if Shipper elects to provide fuel, or b) assess a Fuel and Loss Charge equal to the applicable percentage times Transporter's current cost of gas if Shipper elects to have Transporter provide the fuel.
- 8/ The Field Zone rates shall apply to all gas transported within the Field Zone and are not additive to the Market Zone rates.
- 9/ The Market Zone rates shall apply to all gas transported from the Field Zone to the Market Zone and from the Market Zone to the Field Zone.

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 This rate schedule is available for transportation of natural gas on a firm basis by Mississippi River Transmission Corporation (hereinafter referred to as Transporter) for any party as described below, (hereinafter referred to as Shipper) under the following conditions:

(a) Shipper makes a valid request as defined in Section 12 of the Transportation General Terms and Conditions and enters into a contract with Transporter for transportation service under this rate schedule in the form of the service agreement (Transportation Service Agreement) contained in this Volume No. 1-A Tariff; and

(b) Transporter determines that sufficient capacity exists on its system or parts thereof (including receipt and delivery points) to perform the firm transportation service requested.

1.2 Transporter will first make this firm transportation service available to firm sales customers who convert pursuant to Section 284.10 of the Commission's regulations a portion of their firm sales entitlement to firm transportation service. If any firm capacity remains, service under this rate schedule shall then be made available on a first-come, first-served basis to any party willing and able to pay the maximum rates hereunder in accordance with the Transportation General Terms and Conditions of this Volume No. 1-A Tariff.

1.3 For the purpose of determining the availability of service in processing requests received in accordance with Section 12 of the Transportation General Terms and Conditions, Transporter shall not be required to grant any such request for transportation under the following conditions:

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

1. AVAILABILITY (Continued)

(a) If sufficient capacity is not available on any portion of Transporter's system necessary to provide the service on a firm basis throughout the term of the request;

(b) If Transporter is required to construct, modify, expand or acquire any facilities; provided, however, that Transporter may elect in its reasonable discretion to construct, modify, expand or acquire facilities to enable it to perform such services; or

(c) If Shipper has not provided Transporter with the information required in Section 12 of the Transportation General Terms and Conditions.

1.4 Transporter may also reject any request, or limit the term of the Transportation Service Agreement requested by Shipper, if Transporter, in its reasonable judgment, determines that the service requested would utilize a portion of Transporter's system such that a bottleneck would be created that would likely prevent Transporter from utilizing upstream or downstream portions of its system, thus rendering Transporter unable to provide substantial services for other firm customers utilizing such upstream and downstream portions of the system. Nothing in this Section 1.4 shall be intended to govern the interruption or curtailment of service once a request for service has been granted and while the Transportation Service Agreement is in effect.

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First Revised Sheet No. 8 First Revised Sheet No. 8 : Effective
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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to the transportation of gas by Transporter pursuant to a Transportation Service Agreement executed by Transporter and Shipper providing for transportation service each day on a firm basis up to the Maximum Daily Transportation Quantity (MDTQ) and shall be subject to the provisions of the Transportation Service Agreement and the Transportation General Terms and Conditions of this Volume No. 1-A Tariff. Transportation service provided under this rate schedule shall be performed under Subparts B or G of Part 284 of the Commission's regulations.

2.2 Service hereunder shall consist of:

(a) the receipt of natural gas by Transporter for Shipper's account at the Receipt Point(s) up to the MDTQ specified in the Transportation Service Agreement;

(b) the transportation of natural gas by Transporter; and

(c) the delivery to Shipper or for Shipper's account of thermally equivalent quantities of natural gas up to the MDTQ at the Delivery Point(s) in accordance with the Transportation Service Agreement.

2.3 Transporter shall also receive at the Receipt Point(s) a quantity of gas for fuel use and loss if Shipper and Transporter agree in the executed Transportation Service Agreement that Shipper shall supply fuel use and loss gas.

2.4 Service provided by Transporter under this rate schedule shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as specified in Section 3 hereof and in the Transportation General Terms and Conditions, or whenever necessary to maintain the integrity of Transporter's system or any part thereof.

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

3. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY

3.1 Firm transportation services of Transporter under this Rate Schedule FTS shall have priority over all Transporter's interruptible sales and interruptible transportation services. Subject to the conditions set forth in Section 12.3 (c) of the General Terms and Conditions, service under a firm Transportation Service Agreement shall have equal priority for system capacity with firm sales. Service hereunder may be curtailed due to capacity constraints on Transporter's system, in which case curtailment of all Shippers under Rate Schedule FTS shall be pro rata based on nomination within MDTQ. If at any time existing conditions require the utilization of capacity then being devoted to transportation services in order to maintain the integrity of Transporter's system or any part thereof, Transporter may curtail service hereunder pursuant to the provisions of this Section 3.1. Service hereunder shall not be subject to supply-related curtailments under Section 8 of the General Terms and Conditions of Transporter's Second Revised Volume No. 1 Tariff. If Transporter experiences a capacity curtailment on a portion of its system, it shall (to the extent practicable), curtail only those Shippers with service affected by that portion of the system.

3.2 Transporter shall issue public notice that it is accepting requests for transportation service hereunder. Transporter shall issue such notice a minimum of ten (10) days prior to the date that Transporter commences accepting requests for firm transportation service hereunder. Transporter shall make available to satisfy requests for service hereunder any capacity which, at any time, it has available on a firm basis in excess of such firm capacity already committed. Determination of available firm capacity on Transporter's system shall be made from time to time as capacity becomes available or as requests for service are received hereunder. In processing valid requests for service as specified in Section 12 of the Transportation General Terms and Conditions of this Volume No. 1-A Tariff, Transporter shall allocate any available firm capacity in the following order:

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

3. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY (Continued)

(i) Pursuant to Section 284.10 of the Commission's regulations, Transporter's firm sales customers have certain rights to convert a portion of their Contract Demand under firm sales agreements to firm transportation. Transporter shall first make available any available firm capacity to any firm sales customer electing to convert some portion of its Contract Demand. Notwithstanding the notice provisions of Section 284.10 of the Commission's regulations, Transporter's firm sales customers shall notify Transporter of firm sales customer conversion elections and submit a valid request for firm transportation service reflecting such conversions within thirty (30) days from the date Transporter stipulates in its public notice that it is accepting requests for transportation service hereunder. Subject to the conditions contained in Section 3.3 hereof and Section 12 of the General Terms and Conditions, such conversions shall become effective on the first day of the third calendar month following the end of the aforementioned thirty (30) day period. Subject to the conditions contained in Section 3.3 hereof and Section 12 of the General Terms and Conditions, on or before February 1, 1990, and on or before February 1 of each year thereafter, Transporter shall be notified of firm sales customer conversion elections made pursuant to Section 284.10 of the Commission's regulations. Such conversions shall become effective on April 1 of each year. Transporter and Shipper shall execute a firm Transportation Service Agreement with respect to any conversion to a firm transportation contract quantity on or before the date such conversion becomes effective. Concurrently, Shipper and Transporter shall execute a revised sales service agreement to reflect a reduction in Shipper's Contract Demand thereunder with respect to the volumes converted to firm transportation.

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

3. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY (Continued)

(ii) If any firm capacity remains after step (i), Transporter shall then allocate such capacity to any other person who makes a valid request under Section 12 of the Transportation General Terms and Conditions on a first-come, first-served basis determined as of the time and date Transporter receives a valid request submitted by Shipper as described in Section 12 of the Transportation General Terms and Conditions; subject, however, to the conditions contained in Section 3.3 herein. All of such requests received within thirty (30) days after the date that Transporter stipulates in its public notice that it is accepting requests for transportation service hereunder shall, if such requests are valid and in compliance with Section 12 of the Transportation General Terms and Conditions, be deemed to have equal priority for purposes of allocating remaining firm capacity as any other valid transportation request received during such thirty (30) day period. If there is insufficient capacity to serve all such requests received during such thirty (30) day period, capacity shall be allocated on a pro-rata basis.

3.3 It is recognized that Transporter, in serving firm sales requirements, utilizes the overall capacity of its system. Reductions in Transporter's sales obligations may not result in the freeing up of equivalent firm capacity on each portion of Transporter's system. Transporter shall not be obligated to allocate firm capacity in the specific manner requested by Shipper under steps (i) or (ii) in Section 3.2 above unless adequate firm capacity is available without the construction of additional facilities by Transporter on every portion of Transporter's system (including Receipt and Delivery Points) which would be utilized in such transportation throughout the year (or any portion of the year to which service hereunder is limited

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

3. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY (Continued)

by the Transportation Service Agreement). In the case of an existing sales customer electing service under the provisions of Section 3.2(i), Transporter shall advise such customer if adequate firm capacity does not exist on any portion of Transporter's system for the service requested and Shipper and Transporter shall cooperate during the thirty (30) day period from the date Transporter stipulates in its public notice that it is accepting requests for transportation hereunder in devising a transportation service which utilizes the available firm capacity which does exist on Transporter's system.

3.4 Transporter and Shipper may add or delete Delivery or Receipt Points to the Transportation Service Agreement from time to time by mutual agreement subject to the conditions contained in Section 12 of the Transportation General Terms and Conditions provided Transporter can provide service at such points on a firm basis.

4. RATES AND CHARGES

4.1 All charges for transportation service shall be stated on the currently effective Sheet No. 2 of this tariff.

4.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:

(a) Monthly Reservation Charge - A charge per month equal to the product of the unit reservation rate and Shipper's MDTQ;

(b) Commodity Charge - A charge equal to the product of the applicable commodity rate and the total MMBtu of natural gas delivered by Transporter at the Delivery Point(s) during the billing month;

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

4. RATES AND CHARGES (Continued)

(c) Fuel Use and Loss Charge - In the event Shipper and Transporter mutually agree in the executed Transportation Service Agreement that Shipper will not supply fuel, a charge per MMBtu as set forth on Sheet No. 5 of this tariff for all gas delivered by Transporter to Shipper at the Delivery Point(s) during the billing month; provided, however, that there shall be no fuel use and loss charge applied to backhauls and exchanges. Such charge shall be adjusted from time to time to reflect Transporter's current cost of gas as reflected in Sheet No. 4 of its Second Revised Volume No. 1 Tariff. In times of system supply shortage requiring curtailment of Transporter's firm sales customers, Shipper shall have the obligation to provide fuel in kind.

(d) Gathering Charge -In the event gas is transported through any production and/or gathering facilities owned by Transporter, Shipper shall pay Transporter as follows: If Shipper elects firm gathering service, a charge per month equal to the product of the unit gathering reservation fee and Shipper's gathering MDTQ plus a charge equal to the product of the unit commodity charge and the total MMBtu measured at the wellhead or other designated point where such measurement can be determined. If Shipper elects interruptible gathering service, a charge equal to the product of the unit commodity charge and the total MMBtu measured at the wellhead or other designated point where measurement can be determined. Such gathering charge shall include a charge for processing reduction, if applicable.

4.3 In addition to the amounts set forth in Section 4.2 of this rate schedule, Shipper shall pay Transporter an amount to reimburse Transporter for any and all filing fees incurred as a result of Shipper's request for service under this rate schedule, to the extent such fees are imposed upon Transporter by the Commission.

4.4 In accordance with Section 154.38 of the Commission's regulations, the GRI Adjustment and ACA Charge set forth on Sheet No. 2 of this tariff will also be charged, when applicable, on volumes delivered by Transporter to Shipper at the Delivery Point(s).

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Superseding: First Revised Sheet No. 13

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

4. RATES AND CHARGES (Continued)

(c) Fuel Use and Loss Charge - In the event Shipper and Transporter mutually agree in the executed Transportation Service Agreement that Shipper will not supply fuel, a charge per MMBtu as set forth on Sheet No. 5 of this tariff for all gas delivered by Transporter to Shipper at the Delivery Point(s) during the billing month; provided, however, that there shall be no fuel use and loss charge applied to backhauls and exchanges. Such charge shall be adjusted from time to time to reflect Transporter's current cost of gas as reflected in Sheet No. 4 of its Second Revised Volume No. 1 Tariff. In times of system supply shortage requiring curtailment of Transporter's firm sales customers, Shipper shall have the obligation to provide fuel in kind.

(d) Gathering Charge -In the event gas is transported through any production and/or gathering facilities owned by Transporter, Shipper shall pay Transporter as follows: If Shipper elects firm gathering service, a charge per month equal to the product of the unit gathering reservation fee and Shipper's gathering MDTQ plus a charge equal to the product of the unit commodity charge and the total MMBtu measured at the wellhead or other designated point where such measurement can be determined. If Shipper elects interruptible gathering service, a charge equal to the product of the unit commodity charge and the total MMBtu measured at the wellhead or other designated point where measurement can be determined. Such gathering charge shall include a charge for processing reduction, if applicable.

4.3 In addition to the amounts set forth in Section 4.2 of this rate schedule, Shipper shall pay Transporter an amount to reimburse Transporter for any and all filing fees incurred as a result of Shipper's request for service under this rate schedule, to the extent such fees are imposed upon Transporter by the Commission.

4.4 In accordance with Section 154.38 of the Commission's regulations, the GRI Adjustment and ACA Charge set forth on Sheet No. 2 of this tariff will also be charged, when applicable, on volumes delivered by Transporter to Shipper at the Delivery Point(s).

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

4. RATES AND CHARGES (Continued)

4.5 In the event Shipper and Transporter mutually agree in the executed Transportation Service Agreement that Shipper will supply fuel, Transporter will retain the applicable percentage of gas volumes received from Shipper at the Receipt Point(s) as set forth on the currently effective Sheet No. 2 of this tariff as the "fuel use and loss." The fuel and loss percentages shall be increased or decreased each year consistent with Paragraph 17.34(c) of Transporter's Volume No. 1 tariff to reflect the difference between the actual fuel use and loss and the fuel use and loss retained or charged Shippers during the previous period. In times of system supply shortage requiring curtailment of Transporter's firm sales customers, Shipper shall have the obligation to provide fuel in kind.

4.6 In the event Transporter agrees in the Transportation Service Agreement to process gas transported for Shipper, then Transporter shall charge Shipper an amount reflecting all the costs of providing such service.

4.7 Transporter shall have no obligation to offer transportation services at any rates less than the maximum rates specified in Sheet No. 2 of this tariff. Transporter may from time to time and at any time, upon twenty-four (24) hours verbal or written notice, at its sole discretion or as provided in the Transportation Service Agreement, charge any individual Shipper for transportation service under this rate schedule a transportation rate which is lower than the maximum rate for firm transportation service specified in this tariff. Such lower rate shall not be less than Transporter's applicable minimum rate for firm transportation service. Any such verbal notice shall be confirmed to Shipper in writing and shall state the effective date of such rate change and the quantity of gas affected. Transporter may increase or further decrease such rate upon twenty-four (24) hours verbal notice to Shipper and shall confirm such notice in writing. Pursuant to Section 284.7 of the Commission's regulations, Transporter shall file with the Commission any and all required reports.

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

4. RATES AND CHARGES (Continued)

4.8 Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (1) the rates and charges applicable under this Rate Schedule FTS, including both the level and design of such rates and charges; or (2) this Rate Schedule FTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.

4.9 Other Fees: Other fees and charges may be assessed as provided by the Transportation General Terms and Conditions of this tariff or as may be permitted by the Commission.

4.10 In the event a force majeure condition occurs on Transporter's system (e.g., line explosion, etc.) that is the responsibility of Transporter, and alternative firm transportation arrangements cannot be agreed upon by Transporter and Shipper, Transporter shall provide a daily credit of the Monthly Reservation Charges of affected firm Shippers equal to the daily curtailed volume multiplied by the Monthly Reservation Charge computed at 100% load factor for the duration of the force majeure event.

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

5. MINIMUM MONTHLY BILL

5.1 The minimum monthly bill shall be the reservation charge specified in Section 4.2(a) of this rate schedule.

6. RECEIPTS AND DELIVERIES

6.1 Shipper shall deliver, or cause to be delivered, quantities of gas to Transporter at Receipt Point(s) on Transporter's system and will take deliveries of gas therefrom through Delivery Point(s) on Transporter's system. Transporter is not required to provide any requested transportation service for which capacity is not available or that would require the construction or acquisition of any new facilities. However, if facilities are constructed or installed to receive natural gas into Transporter's system, or deliver gas from Transporter's system, Transporter may require Shipper to reimburse Transporter for such facilities if such facilities are constructed or installed by Transporter with Shipper's consent.

6.2 If the gas offered for transportation hereunder fails at any time to conform to the quality provisions set forth in Section 5 of the Transportation General Terms and Conditions, then Transporter may notify Shipper of such failure and, at its option, refuse to accept delivery pending corrective action by Shipper.

6.3 Transporter shall not be required under any circumstances to receive or deliver gas at any Receipt Point or Delivery Point where the total quantity of gas scheduled for receipt or delivery on any day is less than that required for the accurate measurement thereof.

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Superseding: Original Sheet No. 17

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

7. BALANCING RECEIPTS AND DELIVERIES

7.1 Pursuant to Section 10 of the Transportation General Terms and Conditions, daily deliveries of gas by Transporter to Shipper hereunder shall be approximately equal to daily receipts of gas by Transporter from Shipper for transportation hereunder, less any gas retained by Transporter in providing such transportation service. Transporter shall have no obligation to take receipt of gas on any day that Shipper fails to take delivery of equivalent quantities of gas tendered by Transporter at the Delivery Point(s) and Transporter shall have no obligation to deliver gas to Shipper on any day that Shipper fails to deliver equivalent quantities to Transporter at the Receipt Point(s). However, if deliveries hereunder by Transporter are greater or less than the corresponding receipts of gas by Transporter for transportation, less any gas retained, Transporter and Shipper agree that any excess or deficiency in receipts or deliveries shall be adjusted or corrected in accordance with the terms of Section 10 of the Transportation General Terms and Conditions in addition to any other charges or remedies to which Transporter may be entitled.

8. AUTHORIZED OVERRUN SERVICES

8.1 Transporter may, but is not obligated to, receive, transport, and/or deliver on any day authorized overrun transportation quantities of natural gas in excess of Shipper's MDTQ, whether in the aggregate or as specified for each Receipt and Delivery Point, under the Transportation Service Agreement when, in Transporter's reasonable judgment, the delivery capacity of its system will permit such receipt, transportation, and/or delivery without impairing the ability of Transporter to meet its other obligations.

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First Revised Sheet No. 18 First Revised Sheet No. 18 : Effective
Superseding: Original Sheet No. 18

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

8. AUTHORIZED OVERRUN SERVICES (Continued)

Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 2 of this tariff. Nothing herein shall affect the priorities specified in Section 3 hereof. All requests for authorized overrun service shall be deemed to be a request for new transportation service.

9. CREDIT WORTHINESS OF SHIPPER

9.1 If at any time Transporter is not reasonably satisfied with Shipper's credit or ability to perform, Transporter may require Shipper to supply Transporter with credit information sufficient for a credit appraisal in accordance with the criteria specified in Section 12.4(j) of the Transportation General Terms and Conditions. If Shipper's credit does not meet the criteria in the aforementioned Section 12.4(j), Transporter may, upon ten (10) days' written notice to Shipper, suspend performance of service pending assurance of payments in accordance with Section 12.4(j) of the Transportation General Terms and Conditions.

10. OTHER OPERATING CONDITIONS

10.1 Upon request of Transporter, Shipper shall from time to time submit estimates of the daily, monthly and annual quantities of gas to be transported under this rate schedule, including peak day requirements, together with the estimated amounts thereof applicable to each Receipt and Delivery Point and such other operating data as Transporter may require in order to plan its operations, to meet its system requirements, and to render adequate service to its customers.

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First Revised Sheet No. 19 First Revised Sheet No. 19 : Effective
Superseding: Original Sheet No. 19

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
(Continued)

10. OTHER OPERATING CONDITIONS (Continued)

10.2 Transporter shall not be required to perform or continue transportation service under this rate schedule on behalf of any Shipper who, within ten (10) days after receipt of written notice from Transporter fails to comply with any and all of the terms of this rate schedule, the Transportation General Terms and Conditions or with the terms of the Transportation Service Agreement with Transporter. Notwithstanding the other provisions of this rate schedule, Transporter shall have the right to take immediate unilateral action to protect the integrity of its system in the event Transporter, in its reasonable discretion, determines that immediate or irreparable harm to Transporter's facilities or operations will be caused by Shipper's failure to comply with any of the terms of this rate schedule, the Transportation General Terms and Conditions or with the terms of the Transportation Service Agreement.

11. GENERAL TERMS AND CONDITIONS:

11.1 The provisions of the Transportation General Terms and Conditions of this tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FTS, and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

12. WAIVERS

12.1 Transporter may waive any defaults by any Shipper with respect to performance or compliance with the provisions of this Rate Schedule FTS on a basis which is not unduly discriminatory; provided, however, that no waiver shall operate or be construed as a waiver of any other or further defaults, whether of a like or different character.

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Superseding: Original Sheet No. 20

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 This rate schedule is available for transportation of natural gas on an interruptible basis by Mississippi River Transmission Corporation (hereinafter referred to as Transporter) for any party as described below (hereinafter referred to as Shipper) under the following conditions:

(a) Shipper makes a valid request as defined in Section 12 of the Transportation General Terms and Conditions and enters into a contract with Transporter for transportation service under this rate schedule in the form of the service agreement (Transportation Service Agreement) contained in this Volume No. 1-A Tariff; and

(b) Transporter determines that sufficient capacity exists on its system or parts thereof (including receipt and delivery points) from time to time to perform the interruptible transportation service requested.

1.2 Service under this rate schedule shall be made available on a first-come, first-served basis to any party willing and able to pay the maximum rates hereunder in accordance with the Transportation General Terms and Conditions of this Volume No. 1-A Tariff.

1.3 For the purpose of determining the availability of service in processing requests received in accordance with Section 12 of the Transportation General Terms and Conditions, Transporter shall not be required to grant any such request for transportation under the following conditions:

(a) If, in Transporter's judgment, such transportation on an interruptible basis could interfere with the integrity of the system or with service to firm sales or firm transportation customers;

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Superseding: Original Sheet No. 21

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

1. AVAILABILITY (Continued)

(b) If Transporter is required to construct, modify, expand or acquire any facilities; provided, however, that Transporter may elect in its reasonable discretion to construct, modify, expand or acquire facilities to enable it to perform such services; or

(c) If Shipper has not provided Transporter with the information required in Section 12 of the Transportation General Terms and Conditions.

1.4 Transporter may also reject any request, or limit the term of the Transportation Service Agreement requested by Shipper, if Transporter, in its reasonable judgment, determines that the service requested would utilize a portion of Transporter's system such that a bottleneck would be created that would likely prevent Transporter from utilizing upstream or downstream portions of its system, thus rendering Transporter unable from providing substantial services for others utilizing such upstream and downstream portions of the system.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to the transportation of gas by Transporter pursuant to a Transportation Service Agreement executed by Transporter and Shipper providing for transportation service each day on an interruptible basis up to the Maximum Daily Transportation Quantity (MDTQ) and shall be subject to the provisions of the Transportation Service Agreement and the Transportation General Terms and Conditions of this Volume No. 1-A Tariff. Transportation service performed under this rate schedule shall be performed under Subparts B or G of Part 284 of the Commission's regulations.

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Superseding: Original Sheet No. 22

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Service hereunder shall consist of:

(a) the receipt of natural gas by Transporter for Shipper's account at the Receipt Point(s) at times when system capacity is available up to the MDTQ specified in the Transportation Service Agreement;

(b) the transportation of natural gas by Transporter; and

(c) the delivery to Shipper or for Shipper's account of thermally equivalent quantities of natural gas up to the MDTQ at the Delivery Point(s) in accordance with the Transportation Service Agreement.

2.3 Transporter shall also receive at the Receipt Point(s) a quantity of gas for fuel use and loss if Shipper and Transporter agree in the executed Transportation Service Agreement that Shipper shall supply fuel use and loss gas.

2.4 Service provided by Transporter under this rate schedule shall be rendered on an interruptible basis and shall be subject to allocation of capacity and curtailment procedures as set forth in Section 3 of this rate schedule.

2.5 Service hereunder may be interrupted whenever necessary to provide a higher priority service, or to maintain the integrity of Transporter's system or any part thereof.

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

3. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY

3.1 New interruptible transportation services of Transporter under this Rate Schedule ITS shall have priority for system capacity subordinate to Transporter's firm sales, firm transportation and existing interruptible sales and transportation, but equal to Transporter's new interruptible sales. Service hereunder may be curtailed pursuant to the provisions of Section 3.2 hereof due to capacity constraints but shall not be subject to supply-related curtailments under Section 8 of the General Terms and Conditions of Transporter's Second Revised Volume No. 1 Tariff. If at any time existing conditions require the utilization of capacity then being devoted to transportation services in order to maintain the integrity of Transporter's system or any part thereof, Transporter may curtail service hereunder pursuant to the provisions of Section 3.2 hereof.

3.2(a) If nominated or scheduled volumes at the Receipt or Delivery Point(s) under Interruptible Transportation Service Agreements on any day exceed Transporter's available capacity on that day to provide such services, Transporter shall allocate available capacity among Shippers in accordance with the following order of priority:

(i) Transporter shall first allocate capacity to interruptible transportation customers under arrangements already in effect as of the date this Rate Schedule ITS first becomes effective based upon the date of their transportation contract with Transporter such that the Shipper with the oldest contract shall receive highest priority. If curtailment is necessary within this category, such curtailment shall commence with the Shipper who has the most recently dated contract and such Shipper shall be fully curtailed before any other Shipper, then the Shipper with the next most recently dated contract, and so on.

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

3. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY (Continued)

(ii) Any capacity remaining after step (i) shall be allocated to any other person which has executed an Interruptible Transportation Service Agreement. In accordance with Section 1.2 herein, allocation of capacity within this category shall be provided to Shippers willing and able to pay the maximum rate on a first-come, first-served basis, determined as of the time and date Transporter received each Shipper's valid request as described in Section 12 of the Transportation General Terms and Conditions; provided, however, that at the beginning of each month priority will be given to any Shipper that continues to transport up to the average daily quantities of gas within MDTQ to the same Delivery Point(s) as were scheduled and confirmed in the immediately preceding month if Shipper agrees to pay the maximum rate. Average daily quantities of gas shall be determined by taking the total quantity of gas scheduled and confirmed at the Delivery Point(s) in the preceding month divided by the total number of days in such month. All such requests received within seven (7) days after the date that Transporter stipulates in its public notice that it is accepting requests for transportation service shall, if such requests are valid in compliance with Section 12 of the General Terms and Conditions, be deemed to have been received concurrently and shall have the same request date. Transporter shall issue such notice a minimum of ten (10) days prior to the date that Transporter commences accepting requests for interruptible transportation service hereunder. If curtailment is necessary within this category, such curtailment shall commence with the Shipper which has the most recent valid request who shall be fully curtailed before any other Shipper, then the Shipper with the next most recent valid request, and so on.

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

3. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY (Continued)

Transporter shall then allocate any capacity remaining in sequence starting with the rate that Shipper offers and agrees to pay which is most proximate to the maximum rate and then by the earliest date of request for such service; provided, however, that at the beginning of each month priority will be given to Shippers within each rate level that continue to transport up to the average daily quantities of gas within MDTQ to the same Delivery Point(s) as were scheduled and confirmed in the immediately preceding month. Average daily quantities of gas shall be determined by taking the total quantity of gas scheduled and confirmed at the Delivery Point(s) in the preceding month divided by the total number of days in such month. If curtailment is necessary within this category, Transporter shall first curtail the Shipper who at the time notice was given was being charged a rate that is less than the maximum rate of Transporter then in effect under this tariff in sequence starting with the rate least proximate to the maximum rate and then with the Shipper who has the most recent valid request.

Among those Shippers deemed to have the same request date, Transporter shall allocate capacity on a prorata basis within each rate level based upon confirmed nominations within MDTQ; and, if curtailment is necessary among those Shippers deemed to have the same request date, Transporter shall curtail such Shippers within each rate level prorata based on scheduled quantities.

3.3 Transporter shall redetermine the priority of each Shipper under Section 3.2 above and reallocate capacity hereunder on a periodic basis as is necessary for Transporter to recognize the priority of new Shippers or any changes in the priorities of existing Shippers, to assure service to its firm sales and firm transportation customers, and to conform to the operational requirements of its system.

3.4 Transporter and Shipper may add or delete Delivery or Receipt Points to the Transportation Service Agreement from time to time by mutual agreement subject to the conditions contained in Section 12 of the Transportation General Terms and Conditions.

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

3. PRIORITY OF SERVICE AND ALLOCATION OF CAPACITY (Continued)

3.5 Requests by Shipper to change its use of one Receipt or Delivery Point under contract to another Receipt or Delivery Point under contract shall not be considered as a request for new transportation service. However, a Shipper requesting such change in existing interruptible transportation service shall not have priority for service from the new Receipt Point(s) or Delivery Point(s) over a pre-existing interruptible service currently being utilized at that point until the beginning of each month as specified in Section 10.1 of the Transportation General Terms and Conditions, except as otherwise provided in Section 3.2(a).

3.6 If Transporter experiences a capacity curtailment on a portion of its system, it shall (to the extent practicable), apply the curtailment criteria set out herein only to those Shippers with service affected by that portion of the system.

3.7 The priorities set out in this Section 3 shall apply both to the scheduling and the curtailment of deliveries.

4. RATES AND CHARGES

4.1 All charges for transportation service shall be stated on the currently effective Sheet No. 3 of this tariff.

4.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:

(a) Commodity Charge - A charge equal to the product of the applicable commodity rate and the total MMBtu of natural gas delivered by Transporter at the Delivery Point(s) during the billing month;

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

4. RATES AND CHARGES (Continued)

(b) Fuel Use and Loss Charge - In the event Shipper and Transporter mutually agree in the executed Transportation Service Agreement that Shipper will not supply fuel, a charge per MMBtu as set forth on Sheet No. 5 of this tariff for all gas delivered by Transporter to Shipper at the Delivery Point(s) during the billing month; provided, however, that there shall be no fuel use and loss charge applied to backhauls and exchanges. Such charge shall be adjusted from time to time to reflect Transporter's current cost of gas as reflected in Sheet No. 4 of Transporter's Second Revised Volume No. 1 Tariff. In times of system supply shortage requiring curtailment of Transporter's firm sales customers, Shipper shall have the obligation to provide fuel in kind.

(c) Gathering Charge -In the event gas is transported through any production and/or gathering facilities owned by Transporter, Shipper shall pay Transporter as follows: If Shipper elects firm gathering service, a charge per month equal to the product of the unit gathering reservation fee and Shipper's gathering MDTQ plus a charge equal to the product of the unit commodity charge and the total MMBtu measured at the wellhead or other designated point where such measurement can be determined. If Shipper elects interruptible gathering service, a charge equal to the product of the unit commodity charge and the total MMBtu measured at the wellhead or other designated point where measurement can be determined. Such gathering charge shall include a charge for processing reduction, if applicable.

4.3 In addition to the amounts set forth in Section 4.2 of this rate schedule, Shipper shall pay Transporter an amount to reimburse Transporter for any and all filing fees incurred as a result of Shipper's request for service under this rate schedule, to the extent such fees are imposed upon Transporter by the Commission.

4.4 In accordance with Section 154.38 of the Commission's regulations, the GRI Adjustment and ACA Charge set forth on Sheet No. 3 of this tariff will also be charged, when applicable, on volumes delivered by Transporter to Shipper at the Delivery Point(s).

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

4. RATES AND CHARGES (Continued)

(b) Fuel Use and Loss Charge - In the event Shipper and Transporter mutually agree in the executed Transportation Service Agreement that Shipper will not supply fuel, a charge per MMBtu as set forth on Sheet No. 5 of this tariff for all gas delivered by Transporter to Shipper at the Delivery Point(s) during the billing month; provided, however, that there shall be no fuel use and loss charge applied to backhauls and exchanges. Such charge shall be adjusted from time to time to reflect Transporter's current cost of gas as reflected in Sheet No. 4 of Transporter's Second Revised Volume No. 1 Tariff. In times of system supply shortage requiring curtailment of Transporter's firm sales customers, Shipper shall have the obligation to provide fuel in kind.

(c) Gathering Charge -In the event gas is transported through any production and/or gathering facilities owned by Transporter, Shipper shall pay Transporter as follows: If Shipper elects firm gathering service, a charge per month equal to the product of the unit gathering reservation fee and Shipper's gathering MDTQ plus a charge equal to the product of the unit commodity charge and the total MMBtu measured at the wellhead or other designated point where such measurement can be determined. If Shipper elects interruptible gathering service, a charge equal to the product of the unit commodity charge and the total MMBtu measured at the wellhead or other designated point where measurement can be determined. Such gathering charge shall include a charge for processing reduction, if applicable.

4.3 In addition to the amounts set forth in Section 4.2 of this rate schedule, Shipper shall pay Transporter an amount to reimburse Transporter for any and all filing fees incurred as a result of Shipper's request for service under this rate schedule, to the extent such fees are imposed upon Transporter by the Commission.

4.4 In accordance with Section 154.38 of the Commission's regulations, the GRI Adjustment and ACA Charge set forth on Sheet No. 3 of this tariff will also be charged, when applicable, on volumes delivered by Transporter to Shipper at the Delivery Point(s).

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

4. RATES AND CHARGES (Continued)

4.5 In the event Shipper and Transporter mutually agree in the executed Transportation Service Agreement that Shipper will supply fuel, Transporter will retain the applicable percentage of gas volumes received from Shipper at the Receipt Point(s) as set forth on the currently effective Sheet No. 3 of this tariff as the "fuel use and loss." The fuel and loss percentages shall be increased or decreased each year consistent with Paragraph 17.34(c) of Transporter's Volume No. 1 tariff to reflect the difference between the actual fuel use and loss and the fuel use and loss retained or charged Shippers during the previous period. In times of system supply shortage requiring curtailment of Transporter's firm sales customers, Shipper shall have the obligation to provide fuel in kind.

4.6 In the event Transporter agrees in the Transportation Service Agreement to process gas transported for Shipper, then Transporter shall charge Shipper an amount reflecting all the costs of providing such service.

4.7 Transporter shall have no obligation to offer transportation services at any rates less than the maximum rates specified in Sheet No. 3 of this tariff. Transporter may from time to time and at any time, upon twenty four (24) hours verbal or written notice, at its sole discretion or as provided in the Transportation Service Agreement, charge any individual Shipper for transportation service under this rate schedule a transportation rate which is lower than the maximum rate for interruptible transportation service specified in this tariff. Such lower rate shall not be less than Transporter's applicable minimum rate for interruptible transportation service. Any such verbal notice shall be confirmed to Shipper in writing and shall state the effective date of such rate change and the quantity of gas affected. Transporter may increase or further decrease such rate upon twenty four (24) hours verbal notice to Shipper and shall confirm such notice in writing. Pursuant to Section 284.7 of the Commission's regulations, Transporter shall file with the Commission any and all required reports.

4.8 Transporter shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (1) the rates and charges applicable under this Rate Schedule ITS, including both the level and design of such rates and charges; or (2) this Rate Schedule ITS. Transporter agrees that Shipper may protest

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

4. RATES AND CHARGES (Continued)

or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.

4.9 Other Fees: Other fees and charges may be assessed as provided by the Transportation General Terms and Conditions of this tariff or as may be permitted by the Commission.

5. MINIMUM MONTHLY BILL

5.1 None.

6. RECEIPTS AND DELIVERIES

6.1 Shipper shall deliver, or cause to be delivered, quantities of gas to Transporter at Receipt Point(s) on Transporter's system and will take deliveries of gas therefrom through Delivery Point(s) on Transporter's system. Transporter is not required to provide any requested transportation service for which capacity is not available or that would require the construction or acquisition of any new facilities. However, if facilities are constructed or installed to receive natural gas into Transporter's system, or deliver gas from Transporter's system, Transporter may require Shipper to reimburse Transporter for such facilities constructed or installed by Transporter with Shipper's consent.

6.2 If the gas offered for transportation hereunder fails at any time to conform to the quality provisions set forth in Section 5 of the Transportation General Terms and Conditions, then Transporter may notify Shipper of such failure and, at its option, refuse to accept delivery pending corrective action by Shipper.

6.3 Transporter shall not be required under any circumstances to receive or deliver gas at any Receipt Point or Delivery Point where the total quantity of gas scheduled for receipt or delivery on any day is less than that required for the accurate measurement thereof.

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

7. BALANCING OF RECEIPTS AND DELIVERIES

7.1 Pursuant to Section 10 of the Transportation General Terms and Conditions, daily deliveries of gas by Transporter to Shipper hereunder shall be approximately equal to daily receipts of gas by Transporter from Shipper for transportation hereunder, less any gas retained by Transporter in providing such transportation service. Transporter shall have no obligation to take receipt of gas on any day that Shipper fails to take delivery of equivalent quantities of gas tendered by Transporter at the Delivery Point(s) and Transporter shall have no obligation to deliver gas to Shipper on any day that Shipper fails to deliver equivalent quantities to Transporter at the Receipt Point(s). However, if deliveries hereunder by Transporter are greater or less than the corresponding receipts of gas by Transporter for transportation, less any gas retained, Transporter and Shipper agree that any excess or deficiency in receipts or deliveries shall be adjusted or corrected in accordance with the terms of Section 10 of the Transportation General Terms and Conditions in addition to any other charges or remedies to which Transporter may be entitled.

8. AUTHORIZED OVERRUN SERVICES

8.1 Transporter may, but is not obligated to, receive, transport, and/or deliver on any day as authorized overrun transportation quantities of natural gas in excess of Shipper's MDTQ, whether in the aggregate or as specified for each Receipt and Delivery Point, under the Transportation Service Agreement when, in Transporter's reasonable judgment, the delivery capacity of its system will permit such receipt, transportation, and/or delivery without impairing the ability of Transporter to meet its other obligations. Shipper shall pay Transporter the applicable rate for Authorized Overrun Transportation set forth on Sheet No. 3 of this tariff. Except as specified in Section 3.2(a) and Section 3.5, nothing herein shall affect the priorities specified in Section 3 hereof. All requests for authorized overrun service shall be deemed to be a request for new transportation service.

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Superseding: Original Sheet No. 31

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

9. CREDIT WORTHINESS OF SHIPPER

9.1 If at any time Transporter is not reasonably satisfied with Shipper's credit or ability to perform, Transporter may require Shipper at any time to supply Transporter with credit information sufficient for a credit appraisal in accordance with the criteria specified in Section 12.4(j) of the Transportation General Terms and Conditions. If Shipper's credit does not meet the criteria in the aforementioned Section 12.4(j), Transporter may, upon ten (10) days' written notice to Shipper, suspend performance of service pending assurance of payments in accordance with Section 12.4(j) of the Transportation General Terms and Conditions.

10. OTHER OPERATING CONDITIONS

10.1 Upon request of Transporter, Shipper shall from time to time submit estimates of the daily, monthly and annual quantities of gas to be transported under this rate schedule, including peak day requirements, together with the estimated amounts thereof applicable to each Receipt and Delivery Point and such other operating data as Transporter may require in order to plan its operations, to meet its system requirements, and to render adequate service to its customers.

10.2 Transporter shall not be required to perform or continue transportation service under this rate schedule on behalf of any Shipper who, within ten (10) days after receipt of written notice from Transporter, fails to comply with any and all of the terms of this rate schedule, the Transportation General Terms and Conditions or with the terms of the Transportation Service Agreement with Transporter. Notwithstanding the other provisions of this rate schedule, Transporter shall have the right to take unilateral action to protect the integrity of its system in the event Transporter, in its reasonable discretion, determines that immediate or irreparable harm to Transporter's facilities or operations will be caused by Shipper's failure to comply with any of the terms of this rate schedule, the Transportation General Terms and Conditions or with the terms of the Transportation Service Agreement.

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

10. OTHER OPERATING CONDITIONS (Continued)

10.3 If for any reason other than Transporter's lack of capacity or an event of force majeure, a Shipper fails during any consecutive twelve (12) month period to utilize an average daily flow equal to 50% of its MDTQ, then Transporter in its reasonable discretion may unilaterally reduce Shipper's MDTQ at each of the Delivery Point(s) to 125% of the average daily flow for the previous twelve (12) month period.

11. GENERAL TERMS AND CONDITIONS:

11.1 The provisions of the Transportation General Terms and Conditions of this tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ITS, and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

12. WAIVERS

12.1 Transporter may waive any defaults by any Shipper with respect to performance or compliance with the provisions of this Rate Schedule ITS on a basis which is not unduly discriminatory; provided, however, that no waiver shall operate or be construed as a waiver of any other or further defaults, whether of a like or different character.

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Superseding: Original Sheet No. 33

TRANSPORTATION
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Except in those certain instances where the context states another meaning, the following terms when used in Rate Schedule FTS, Rate Schedule ITS and in the Transportation Service Agreement shall have the following meanings:

1.1 A "day" shall be a period of twenty-four (24) consecutive hours commencing at seven o'clock (7:00) a.m. Central Standard Time ("CST") or such other period as the parties may agree upon.

1.2 A "month" shall be a period of one calendar month commencing at seven o'clock (7:00) a.m. CST on the first day of such month.

1.3 A "year" shall be a period of three hundred sixty-five (365) consecutive days commencing and ending at seven o'clock (7:00) a.m. CST, provided that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.

1.4 The term "gas" shall mean natural gas as produced in its natural state, gas synthesized or manufactured from oil, naphtha, coal or any other material that meets the quality standards contained herein.

1.5 The term "standard temperature" shall mean sixty degrees (60/) Fahrenheit.

1.6 The term "standard pressure" shall mean fourteen and seventy-three hundredths (14.73) pounds per square inch absolute.

1.7 The term "cubic foot of gas" shall mean the amount of gas necessary to fill a cubic foot of space at standard temperature and standard pressure.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.8 The term British Thermal Unit ("Btu") be equal to 1,055.056 J (joules). A joule is the amount of energy required to move from rest one kilogram (approximately 2.2 pounds) the distance of one meter (approximately 39.4 inches) in one second.

1.9 The term "MMBtu" shall mean one million (1,000,000) Btu.

1.10 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.

1.11 The term "fuel use and loss" shall mean a volumetric portion, expressed as a percent, of all gas received by Transporter into its system which is used in the operation of Transporter's pipeline system and which includes any lost and unaccounted for gas.

1.12 The term "processing reduction" shall mean the total loss in volume and Btu's attributable to the processing of gas transported hereunder, and includes, but is not limited to, plant fuel, flare, shrinkage or other losses whether or not such losses are able to be accounted for.

1.13 The term "thermally equivalent quantities" shall mean the sum of the volumes of gas measured as expressed in MMBtu received by Transporter for the account of Shipper at the Receipt Point(s) during any given period of time, less fuel use and loss and processing reduction, if applicable.

1.14 The term "Transportation Service Agreement" shall mean, as applicable, an FTS Agreement or ITS Agreement as defined in Rate Schedule FTS or Rate Schedule ITS, respectively, by and between Transporter and Shipper.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.8 The term British Thermal Unit ("Btu") be equal to 1,055.056 J (joules). A joule is the amount of energy required to move from rest one kilogram (approximately 2.2 pounds) the distance of one meter (approximately 39.4 inches) in one second.

1.9 The term "MMBtu" shall mean one million (1,000,000) Btu.

1.10 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.

1.11 The term "fuel use and loss" shall mean a volumetric portion, expressed as a percent, of all gas received by Transporter into its system which is used in the operation of Transporter's pipeline system and which includes any lost and unaccounted for gas.

1.12 The term "processing reduction" shall mean the total loss in volume and Btu's attributable to the processing of gas transported hereunder, and includes, but is not limited to, plant fuel, flare, shrinkage or other losses whether or not such losses are able to be accounted for.

1.13 The term "thermally equivalent quantities" shall mean the sum of the volumes of gas measured as expressed in MMBtu received by Transporter for the account of Shipper at the Receipt Point(s) during any given period of time, less fuel use and loss and processing reduction, if applicable.

1.14 The term "Transportation Service Agreement" shall mean, as applicable, an FTS Agreement or ITS Agreement as defined in Rate Schedule FTS or Rate Schedule ITS, respectively, by and between Transporter and Shipper.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.15 The term "MDTQ" shall mean the maximum daily quantity of gas which Transporter is to receive at each Receipt Point or in the aggregate, in accordance with the terms of the Transportation Service Agreement, and shall be exclusive of any Fuel Use and Loss volume, if applicable.

1.16 The term "Shipper" shall mean the party, acting either directly or through an agent, for whose account transportation is provided by Transporter pursuant to an executed Transportation Service Agreement between Shipper and Transporter.

1.17 The term "Transporter" shall mean Mississippi River Transmission Corporation, a subsidiary of Arkla, Inc.

1.18 The term "transportation" shall mean the transmission, balancing, gathering, exchange or displacement of natural gas by Transporter.

1.19 The term "balancing" shall mean the use of Transporter's storage or other facilities when quantities of gas received by Transporter at the Receipt Point(s) less fuel use and loss, if applicable, differ at any time from the quantities of gas delivered by Transporter at the Delivery Point(s) under a Transportation Service Agreement.

1.20 The term "Receipt Point(s)" shall mean the point or points specified in the Transportation Service Agreement where Transporter agrees to receive gas for transportation for the account of Shipper.

1.21 The term "Delivery Point(s)" shall mean the point or points specified in the Transportation Service Agreement where Transporter agrees to deliver gas transported for the account of Shipper.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.22 The term "Commission" shall mean the Federal Energy Regulatory Commission or any agency or other governmental body or bodies succeeding to, in the lawful exercise of that jurisdiction any powers which are exercisable by the Federal Energy Regulatory Commission, or any other regulatory body exercising jurisdiction over Transporter.

2. CONDITIONS OF RECEIPT AND DELIVERY

2.1 Receipt Point(s)

(a) Pressure. Shipper shall use due care and diligence to maintain such pressure at the Receipt Point(s) necessary to effect delivery of the gas at whatever working pressures exist in Transporter's system at such points from time to time; in no event, however, shall Shipper tender gas for transportation at a pressure greater than the maximum pressure specified for the Receipt Point(s) in the Transportation Service Agreement.

(b) Constant Rates. Shipper shall deliver all gas for transportation hereunder at uniform hourly rates as and when operationally feasible throughout each day and throughout each month.

(c) Allocations

(i) For all purposes herein, for any quantity of gas received by Transporter from or for the account of Shipper at a Receipt Point that also serves as a point at which Transporter is receiving gas purchased for its system supply, and when Transporter is responsible for making allocations at such Receipt Point, Transporter shall allocate the quantity of gas flowing first through the meter on each day in the following order unless agreed otherwise by Transporter and Shipper: firm transportation, interruptible transportation, firm gas purchased for Transporter's system supply, interruptible gas purchased for Transporter's system supply.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

2. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

(ii) In the event that gas is received in a commingled stream with other transportation gas at the Receipt Point(s), Transporter shall have the sole right to allocate that portion of the commingled stream to Shipper or for its account attributable to the transportation service provided under the Transportation Service Agreement. If a third party provides daily and/or monthly allocation of commingled volumes at any Receipt Point(s) that is acceptable to Transporter, Shipper agrees that such allocation represents a binding commitment on behalf of Shipper. Transporter may require Shipper or Shipper's designee to furnish an allocation statement setting forth the respective volumes of the total quantity of gas received by Transporter at or upstream of the Receipt Point(s) which were delivered by Shipper and each of such other parties from whom Transporter received gas at such location(s).

2.2 Delivery Point(s)

(a) Pressure. Transporter shall tender for delivery and Shipper shall receive the gas at whatever working pressures are maintained in Transporter's system at the Delivery Point(s) from time to time. In no event, however, shall Transporter be obligated to tender for delivery or shall Shipper be obligated to receive gas at a pressure greater than the maximum pressure specified in the Transportation Service Agreement.

(b) Constant Rates. Transporter shall tender and Shipper shall receive gas transported hereunder at uniform hourly rates as and when operationally feasible throughout each day and throughout each month.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

2. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

(c) Allocations

(i) For all purposes herein, for any quantity of gas delivered by Transporter to or for the account of Shipper at a Delivery Point that also serves as a sales point for Transporter, Transporter shall allocate the quantity of gas flowing first through the meter on each day in the following order unless agreed otherwise by Transporter and Shipper: firm transportation, interruptible transportation, firm sales gas, interruptible sales gas.

(ii) It is understood that gas delivered to Shipper or for Shipper's account at the Delivery Point(s) may be delivered in a commingled stream with other transportation gas and Transporter shall have the sole right to allocate that portion of the commingled stream to Shipper or for its account attributable to the transportation service provided under the Transportation Service Agreement. If a third party provides daily and/or monthly allocation of commingled volumes at any Delivery Point(s) that is acceptable to Transporter, Shipper agrees that such allocation represents a binding commitment on behalf of Shipper.

3. FACILITIES

3.1 Unless otherwise agreed in the Transportation Service Agreement, any measurement and/or appurtenant facilities required at the Receipt and/or Delivery Point(s) shall be installed, owned, operated and maintained by Transporter. Shipper may be required to reimburse Transporter for the costs of any facilities acquired or installed by Transporter with Shipper's consent which are necessary to

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

3. FACILITIES (Continued)

receive, monitor, measure, transport or deliver gas to or for the account of Shipper, including without limitation, overhead charges incurred as a result of the installation of any such facilities and any federal income tax associated with any amounts which qualify as contributions in aid of construction under the Tax Reform Act of 1986 or any successor legislation. Shipper shall repay Transporter, as invoiced by Transporter or in kind, at Transporter's option, for any gas lost from Transporter's pipeline as a result of the installation, modification, or expansion of such facilities. If Transporter elects to invoice Shipper for such gas lost, the charges will be equal to the volume of gas lost multiplied by Transporter's actual average cost of gas ("WACOG") for the most recent prior month for which such data are available.

3.2 If the measurement and appurtenant facilities are existing at the Receipt and/or Delivery Point(s), and such facilities are deemed adequate and operable in Transporter's sole determination, then such facilities shall be used; however, if any modification or expansion of any such existing facility is deemed necessary, in Transporter's sole determination, then such modification or expansion shall be performed by Transporter with Shipper's consent at Shipper's sole expense and Shipper agrees to reimburse Transporter for all costs, including without limitation overhead charges, incurred in such modification or expansion.

3.3 Each party shall at all reasonable times have access for inspection to the premises of the party operating the facilities at the Receipt and/or Delivery Point(s) insofar as such premises are connected with any matter or thing covered hereby; but the operation, installation, removal, repair and testing of the measuring equipment and changing of charts shall be done only by the party operating said equipment at the Receipt Point and/or Delivery Point. Either party

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

3. FACILITIES (Continued)

may install, maintain, and operate at its own expense, at or near each Receipt or Delivery Point, such check metering equipment as desired, provided that such equipment is installed so as not to interfere with the operation of any other measuring equipment.

In the event check metering equipment is installed by either party, the other party shall have access to the same at all reasonable times, but the reading, calibration, and adjusting thereof, and the changing of the charts shall be done only by the party installing the check equipment, unless otherwise agreed upon by Transporter and Shipper.

3.4 Shipper shall make payments within fifteen (15) days of the actual date of receipt of any billings submitted or hand delivered by Transporter pursuant to this section. For purposes of this section, the bill is deemed to be received by Shipper the earlier of actual receipt or three (3) business days after the postmark date. Late payments shall be subject to Section 6.2 of these Transportation General Terms and Conditions. Transporter, at its sole option, may submit billings to Shipper up to sixty (60) days prior to commencing construction for estimated costs to be incurred by Transporter as provided in this Section 3. Any such estimated billings shall be reconciled to the actual costs of construction and any payments to reflect such reconciliation shall be made within thirty (30) days of receipt of Transporter's final invoice. Any amount paid by Shipper in excess of the actual cost due Transporter shall be promptly refunded to Shipper upon completion of the work or credited to Shipper's account for future transportation.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

3. FACILITIES (Continued)

3.5 Transporter and Shipper each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance, and operation of the property and equipment of the indemnifying parties.

4. MEASUREMENT PROCEDURES

4.1 Atmospheric Pressure. The atmospheric pressure shall be assumed to be fourteen and seventy-three hundredths (14.73) pounds per square inch, unless a local atmospheric pressure is mutually acceptable to the parties.

4.2 Orifice Meters. When orifice meters are used, the gas delivered shall be measured with meters constructed and installed, and whose computations of volume are made, in accordance with the provisions of AGA Measurement Committee Report No. 3 of the American Gas Association as printed and revised September, 1978, (AGA Report No. 3), with any subsequent amendments or revisions which may be mutually acceptable to the parties.

4.3 Positive or Turbine Meter. When positive or turbine meters are used, the gas delivered shall be measured with meters constructed and installed, and whose computations are made, in accordance with the provisions of AGA Measurement Committee Report No. 6 (AGA Report No. 6) when positive meters are employed, and AGA Measurement Committee Report No. 7 (AGA Report No. 7) when turbine meters are used, with any subsequent amendments or revisions of either report which may be mutually acceptable to the parties.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

4. MEASUREMENT PROCEDURES (Continued)

4.4 Electronic Transducers and Flow Computers. When electronic transducers, flow computers, gas chromatographs and/or other electronic equipment are used, the gas delivered shall have its volume, mass and/or energy content computed in accordance with the standards of the American Gas Association as promulgated by AGA Measurement Committee Report Nos. 3, 5, 6 and 7. The parties specifically agree to accept the use of these electronic devices in lieu of mechanical devices with charts.

4.5 Determination of Heating Value and Specific Gravity - The heating value of the gas shall be expressed in Btu per dry cubic foot of gas at 14.73 Psia and 60 degrees Fahrenheit, the method used and the frequency of measurement for both the heating value and the specific gravity shall be at Transporter's sole option provided they are in general use within the natural gas transmission industry.

4.6 New Measurement Techniques. If at any time during the term hereof 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 for the method set forth in this Section 4 when, in Transporter's sole discretion, employing such new method or technique is advisable. Transporter shall notify Shipper in writing of any such election prior to actually implementing such substitution.

4.7 Gas Stream Pulsations. Gas shall be delivered free of pulsations detrimental to accurate measurement.

4.8 Testing and Repair of Equipment. The measurement and appurtenant facilities at the Transporter Receipt and Delivery Point(s) shall be kept accurate and in repair by the party operating said facilities. In order to ensure the accuracy of the measuring equipment, the party operating said equipment will perform such tests as it may deem necessary on a monthly basis or as often as the parties may agree is necessary in actual practice, and will repair and adjust

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

4. MEASUREMENT PROCEDURES (Continued)

any measuring equipment found to be inaccurate so that the registration thereof will be accurate. Each party agrees to give the other reasonable notice of such tests so that if the other party desires it may have its representatives present.

Moreover, each party shall have the right, at any time, to challenge the accuracy of any measuring equipment used hereunder and, when so challenged, the equipment shall be tested by the party operating the challenged equipment. If, upon testing, the challenged equipment is found to be in error, then it shall be repaired and calibrated. The cost of any such special testing, repair and calibration shall be borne by the party requesting the special test if the percentage of inaccuracy is found to be two percent (2%) or less; otherwise, the cost shall be borne by the party operating the challenged measuring equipment.

If upon any test of the measuring facilities the percentage of inaccuracy exceeds two percent (2%), then the registrations thereof shall be corrected for a period extending back in time to the beginning of the inaccuracy, if such time is ascertainable, and if not ascertainable, then the registrations thereof shall be corrected back one-half (1/2) of the time elapsed since the last date of calibration; however, in no event shall the registrations be corrected for a period extending back in time more than sixteen (16) days.

In the event that the amount of gas delivered and/or redelivered hereunder cannot be reasonably ascertained or computed from the measuring equipment, then the volume of the gas received and/or delivered, as applicable, during such period shall be determined by using the registration of any check meter or meters, if installed and accurately registering; or by estimating the quantity of gas on the basis of past receipts and/or deliveries, whichever is applicable, made hereunder during periods when similar conditions existed and the meter was registering accurately.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

4. MEASUREMENT PROCEDURES (Continued)

4.9 Inspection of Records. The source documents from the measuring equipment shall remain the property of the party or parties operating such equipment at the Transporter Receipt and/or Delivery Point(s) and shall be kept on file for a period of not less than three (3) years; provided, however, that volume statements required for any verification of statements or charges pursuant to Section 6 of the Transportation General Terms and Conditions shall be retained for a period of not less than three (3) years. At any time within such period, upon request of either party, the other party will submit source documents from the measuring equipment, together with calculations therefrom, for the other party's inspection and verification subject to return to the party operating such equipment within thirty (30) days from receipt thereof.

5. QUALITY

5.1 Specifications. Unless otherwise specified in the Transportation Service Agreement or unless Transporter waives the specification detailed herein if such waiver will not impair the integrity of Transporter's system, the gas received or delivered under the terms of the Transportation Service Agreement shall conform to the following specifications:

(a) Solids. The gas shall be commercially free from solid matter, dust and gum forming constituents which might cause injury to or interference with proper operation of the lines, meters, regulators or other appliances through which it flows.

(b) Oxygen. The gas shall not at any time have an uncombined oxygen content in excess of .05% by volume, and the parties shall make every reasonable effort to keep the gas free from oxygen.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

5. QUALITY (Continued)

(c) Carbon Dioxide. The gas shall not at any time have a carbon dioxide content in excess of two percent (2%) by volume.

(d) Nitrogen. The gas shall not at any time have a nitrogen content in excess of two percent (2%) by volume.

(e) Hydrogen. The gas shall contain no carbon monoxide, halogens, or unsaturated hydrocarbons, and no more than four hundred parts per million (400 ppm) of hydrogen.

(f) Liquids. The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered and further provided the gas shall not contain any hydrocarbons which might condense to free liquids in the pipeline under normal pipeline conditions.

(g) Water Vapor Content. The gas shall in no event contain water vapor in excess of seven (7) pounds per one million (1,000,000) cubic feet.

(h) Hydrogen Sulphide and Mercaptans. The gas shall not contain more than one (1) grain of hydrogen sulphide and mercaptans per one hundred (100) cubic feet.

(i) Total Sulphur. The gas shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet.

(j) Heating Value. The gas shall have a gross heating value of not less than nine hundred fifty (950) and not greater than eleven hundred (1,100) Btu per cubic foot of gas as defined in Section 4.5.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

5. QUALITY (Continued)

(k) Temperature. The gas shall not be delivered or redelivered at a temperature of less than forty degrees Fahrenheit (40oF.) or in excess of one hundred twenty degrees Fahrenheit (120oF).

5.2 Hazardous Substances - The gas received or delivered under the terms of the Transportation Service Agreement shall contain no "hazardous substance" as that term is defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. /9601(14) except as otherwise permitted by the terms of this tariff or Shipper's Transportation Service Agreement.

5.3 If the gas offered for delivery by Shipper shall fail at any time to conform to any of the specifications set forth herein, then Transporter thereupon may, at its option, refuse to accept delivery pending correction by Shipper. Upon Shipper's failure promptly to remedy any deficiency in quality as required by Transporter, then Transporter may at its option accept delivery of such gas and may make changes necessary to bring such gas into conformity with such specifications, and Shipper shall reimburse Transporter for any reasonable expense incurred by it in effecting such changes.

6. STATEMENTS, PAYMENTS AND RECORDS

6.1 Transporter shall, no later than the tenth (10th) day of each month, bill Shipper for all charges incurred by Shipper during the previous month, pursuant to Section 4.2 of the applicable Rate Schedule based on estimated quantities delivered; provided, however, that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. If for any reason the presentation of a bill by Transporter to Shipper is delayed after the tenth (10th) day of the month, then payment by Shipper may be delayed but only in accordance with the provisions contained herein. As soon as possible following the receipt of all necessary

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

6. STATEMENTS, PAYMENTS AND RECORDS (Continued)

information, Transporter shall submit to Shipper an invoice for billing for the transportation based on such information. In the event the quantity of gas delivered to or received by Transporter is not measured at the standard pressure base, the factor to be utilized to convert such delivered quantities shall be set forth in Transporter's procedures as may be established and publicized from time to time. Shipper shall pay Transporter by electronic funds transfer to a designated bank account established by Transporter for invoiced amounts equal to or greater than \$50,000. For invoiced amounts less than \$50,000, Shipper shall pay Transporter by check to Transporter's designated office, Post Office Box or at Shipper's election by electronic funds transfer to a designated bank account established by Transporter. Payments shall be made by Shipper to Transporter within ten (10) days from the date on which the bill is sent via mail or telefaxed for all charges billed in accordance with the provisions of this tariff. Payments made by electronic funds transfer shall be considered to have been made on the date when such payment of good funds is received by Transporter.

6.2 In the event Shipper fails to pay all of the amount due Transporter within the ten day period, interest thereon shall accrue from the due date at the maximum allowable interest permitted under and in accordance with Section 154.67 or any superseding regulations of the Commission. If such failure to pay continues for thirty (30) days after payment is due, Transporter, upon ten (10) days' written notice to Shipper, may suspend further receipt and/or delivery of gas until such amount is paid, or satisfactory credit arrangements have been made in accordance with Section 12.4 of the Transportation General Terms and Conditions. If Shipper fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, Transporter, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Shipper, terminate further receipt and/or delivery of gas on behalf of Shipper. If Shipper in good faith shall dispute the amount of any such statement, Shipper shall nevertheless pay to Transporter such amount and, at any time thereafter within thirty (30) days of a demand made by Shipper, Transporter shall furnish a good and sufficient surety bond guaranteeing refund to Shipper of the amount ultimately found overpaid by Shipper following a final determination which may be reached either by agreement or judgment of the courts, as may be the case.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

6. STATEMENTS, PAYMENTS AND RECORDS (Continued)

information, Transporter shall submit to Shipper an invoice for billing for the transportation based on such information. In the event the quantity of gas delivered to or received by Transporter is not measured at the standard pressure base, the factor to be utilized to convert such delivered quantities shall be set forth in Transporter's procedures as may be established and publicized from time to time. Shipper shall pay Transporter by electronic funds transfer to a designated bank account established by Transporter for invoiced amounts equal to or greater than \$50,000. For invoiced amounts less than \$50,000, Shipper shall pay Transporter by check to Transporter's designated office, Post Office Box or at Shipper's election by electronic funds transfer to a designated bank account established by Transporter. Payments shall be made by Shipper to Transporter within ten (10) days from the date on which the bill is sent via mail or telefaxed for all charges billed in accordance with the provisions of this tariff. Payments made by electronic funds transfer shall be considered to have been made on the date when such payment of good funds is received by Transporter.

6.2 In the event Shipper fails to pay all of the amount due Transporter within the ten day period, interest thereon shall accrue from the due date at the maximum allowable interest permitted under and in accordance with Section 154.67 or any superseding regulations of the Commission. If such failure to pay continues for thirty (30) days after payment is due, Transporter, upon ten (10) days' written notice to Shipper, may suspend further receipt and/or delivery of gas until such amount is paid, or satisfactory credit arrangements have been made in accordance with Section 12.4 of the Transportation General Terms and Conditions. If Shipper fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, Transporter, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Shipper, terminate further receipt and/or delivery of gas on behalf of Shipper. If Shipper in good faith shall dispute the amount of any such statement, Shipper shall nevertheless pay to Transporter such amount and, at any time thereafter within thirty (30) days of a demand made by Shipper, Transporter shall furnish a good and sufficient surety bond guaranteeing refund to Shipper of the amount ultimately found overpaid by Shipper following a final determination which may be reached either by agreement or judgment of the courts, as may be the case.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

6. STATEMENTS, PAYMENTS AND RECORDS (Continued)

6.3 Each party shall have the right at reasonable hours to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement or charge made hereunder. If any such examination reveals any inaccuracy in any statement or charge, then necessary adjustment and correction thereof shall be made promptly, provided that no adjustment for any billing or payment shall be made after the lapse of two (2) years from the date of invoice thereof unless challenged in writing prior thereto. Any error so discovered as a result of a timely claim shall be corrected within thirty (30) days of the determination thereof.

7. POSSESSION OF GAS AND RESPONSIBILITY

7.1 Control and Possession. As between Shipper and Transporter, Shipper shall be deemed to be in exclusive control and possession of the gas prior to the delivery of such gas to Transporter at the Receipt Point(s) and after the gas has been tendered to or for the account of Shipper by Transporter at the Delivery Point(s). Transporter shall be deemed to be in exclusive control and possession of the gas transported only while it is in Transporter's facilities between the Receipt Point(s) and Delivery Point(s).

7.2 Responsibility and Liability. The party deemed to be in control and possession of the gas to be transported as provided in Section 7.1 shall be fully responsible for and shall indemnify and hold harmless the other party with respect to any and all losses (except extraordinary losses of gas resulting from events of force majeure) incurred due to or resulting from any claims, suits, causes of action, liabilities or damages arising from or in connection with the first party's control and possession of the gas (including all court costs and reasonable attorneys' fees).

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

7. POSSESSION OF GAS AND RESPONSIBILITY (Continued)

7.3 Limitation of Liability. As between Shipper and Transporter, it is understood and agreed that neither party shall be liable (in contract or in tort, excluding actions based on claims of negligence or willful misconduct) to the other party, or to any other claimant, for special, indirect, incidental or consequential damages, including without limitation, lost profits, and in the case of Shipper, any part of the expenses incurred by Shipper in securing alternative services which exceeds the amount Shipper would have paid for services hereunder, resulting from any performance, nonperformance or delay in performing its obligations.

8. WARRANTY OF TITLE

Shipper warrants that it will have good title or a current contractual right to acquire title to all gas delivered, or caused to be delivered, by it to Transporter free and clear of all liens, encumbrances and claims whatsoever. Shipper further represents and warrants that it will pay and satisfy, or make provision for the payment and satisfaction of, any taxes and all claims of every nature whatsoever in, to, or in respect of gas delivered by it; and Shipper hereby agrees to defend at its cost, and, when notified by Transporter, to indemnify, and defend if requested by Transporter, Transporter against, all suits, judgments, claims, demands, causes of action, costs, losses, and expenses, including reasonable Attorney's fees, arising out of or in any way connected with any claims to the gas delivered to Transporter. Transporter assumes no obligation whatever to any royalty owner or to the owner of any other interest of any kind in any gas delivered at the Receipt Point(s) and Shipper or its seller shall pay all such royalties or other interests upon or in respect to such gas.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

9. FORCE MAJEURE

9.1 Definition. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests, priority limitation or restraining orders of any kind of the government of the United States or a State or of any civil or military authority, civil disturbances, explosions, breakage, accidents, tests, maintenance or repairs to machinery or lines of pipe, freezing of wells or lines or pipe, partial or entire failure of natural gas wells including storage wells, inability to obtain or unavoidable delay in obtaining material and equipment, interruption of service under any necessary transportation or exchange agreement affecting service under the Transportation Service Agreement and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension.

9.2 Notice of Force Majeure. In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice other than the obligation to make payment, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

10. NOMINATIONS, BALANCING AND CHARGES FOR IMBALANCES OR
UNAUTHORIZED TENDERS OR TAKES

10.1 Nominations

(a) General Procedures. Each month Shipper, or its designee, shall submit to Transporter's Transportation and Exchange Department a written nomination containing the following information in the format of Transporter's nomination forms contained in its transportation handbook:

- (i) Transporter's contract number;
- (ii) Shipper name and nomination representative;
- (iii) On-behalf-of Entity (if transportation is to be performed pursuant to Subpart B);
- (iv) If Shipper, requesting party or the supplier is affiliated with Transporter (unless such information was provided to Transporter in the request form);
- (v) The quantities to be received in MMBtu by Receipt Point and the quantities to be delivered in MMBtu by Delivery Point for each contract and the effective dates of such quantities; and
- (vi) The appropriate fuel deductions.

Nominations shall be submitted no earlier than thirty (30) days prior to the requested effective dates listed on the nomination forms. A separate nomination form shall be submitted to Transporter for each Delivery Point. A separate nomination form shall be submitted to Transporter for each Transportation Service Agreement. Nominations shall not be carried forward from month to month. Once a completed nomination has been submitted by Shipper and accepted and confirmed by Transporter, such nomination shall remain in effect until the end of the month for which nominations are to be in effect unless changed pursuant to Section 10.1 herein.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

10. NOMINATIONS, BALANCING AND CHARGES FOR IMBALANCES OR
UNAUTHORIZED TENDERS OR TAKES (Continued)

(b) Nomination Deadlines

(i) Beginning of the Month Nominations.

Nominations requested to take effect on the first, second or third calendar day of the month shall be submitted by Shipper to Transporter no later than the time and date Transporter stipulates in writing to all Shippers ("Primary Deadline"). The Primary Deadline shall be determined by Transporter based upon the amount of time it may reasonably require to process, confirm and schedule such nominations but in no event shall such deadline be more than six (6) business days prior to the first of said month.

(ii) Mid-Month Nominations. Nominations or

nomination changes requested to take effect on the fourth through the last day of the month shall be submitted by Shipper to Transporter no later than the time and date Transporter stipulates in writing to all Shippers ("Secondary Deadline"). The Secondary Deadline shall be determined by Transporter based upon the amount of time it may reasonably require to process, confirm and schedule such nominations but in no event shall such deadline be earlier than one (1) business day prior to the requested effective date.

(iii) Late Nominations. If Shipper fails to submit

properly completed nomination forms by the appropriate deadline, delays in gas flow may result. Upon receiving a properly completed late nomination, the beginning of the month nominations may be delayed to take effect until the fourth calendar day of the month and mid-month nominations may be delayed one business day, subject to the Nomination Verification requirements specified in Section 10.1(c) herein. Ultimate failure to submit and/or properly complete nominations may result in the gas not being transported.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

10. NOMINATIONS, BALANCING AND CHARGES FOR IMBALANCES OR UNAUTHORIZED
TENDERS OR TAKES (Continued)

(c) Nomination Verification. As part of the transportation nomination verification process, Transporter shall use its best efforts to contact the upstream and downstream parties who have the authority to confirm the nominated quantities at each Receipt and Delivery Point(s) and to advise Shipper or its designee, as named in the nomination form, of the quantities scheduled for receipts and deliveries.

(i) Confirmation of Beginning of the Month Nominations. For nominations to take effect on the first, second, or third calendar day of the applicable month, if such nominations are unable to be confirmed by the time and date Transporter stipulates in writing to all Shippers as the "Primary Confirmation Deadline," then such nomination shall be deemed as having been received by Transporter on the date confirmation is made and gas may not be scheduled to flow until the fourth calendar day of said month subject to the Mid-Month Nomination requirements specified in Section 10.1(b)(ii) and 10.1(c)(ii) herein. The Primary Confirmation Deadline shall be determined by Transporter based upon the amount of time it may reasonably require to process and schedule such nominations but in no event shall such deadline be earlier than 8:00 a.m. C.S.T. on the fourth business day prior to the beginning of said month.

(ii) Confirmation of Mid-Month Nominations. For nominations to take effect on the fourth through the last calendar day of the applicable month, if such nominations are unable to be confirmed by the time and date Transporter stipulates in writing to all Shippers as the "Secondary Confirmation Deadline," then such nominations shall be deemed as having been received by Transporter on the date confirmation is made and the scheduled flow date may be delayed to allow for the normal processing time for a Mid-Month Nomination. The Secondary Confirmation Deadline shall be determined by Transporter based upon the amount of time it may reasonably require to process and schedule such nominations but in no event shall such deadline be earlier than 8:00 a.m. C.S.T. on the business day prior to the day that such nominations are to take effect.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

10. NOMINATIONS, BALANCING AND CHARGES FOR IMBALANCES OR UNAUTHORIZED
TENDERS OR TAKES (Continued)

(c) Nomination Verification. As part of the transportation nomination verification process, Transporter shall use its best efforts to contact the upstream and downstream parties who have the authority to confirm the nominated quantities at each Receipt and Delivery Point(s) and to advise Shipper or its designee, as named in the nomination form, of the quantities scheduled for receipts and deliveries.

(i) Confirmation of Beginning of the Month Nominations. For nominations to take effect on the first, second, or third calendar day of the applicable month, if such nominations are unable to be confirmed by the time and date Transporter stipulates in writing to all Shippers as the "Primary Confirmation Deadline," then such nomination shall be deemed as having been received by Transporter on the date confirmation is made and gas may not be scheduled to flow until the fourth calendar day of said month subject to the Mid-Month Nomination requirements specified in Section 10.1(b)(ii) and 10.1(c)(ii) herein. The Primary Confirmation Deadline shall be determined by Transporter based upon the amount of time it may reasonably require to process and schedule such nominations but in no event shall such deadline be earlier than 8:00 a.m. C.S.T. on the fourth business day prior to the beginning of said month.

(ii) Confirmation of Mid-Month Nominations. For nominations to take effect on the fourth through the last calendar day of the applicable month, if such nominations are unable to be confirmed by the time and date Transporter stipulates in writing to all Shippers as the "Secondary Confirmation Deadline," then such nominations shall be deemed as having been received by Transporter on the date confirmation is made and the scheduled flow date may be delayed to allow for the normal processing time for a Mid-Month Nomination. The Secondary Confirmation Deadline shall be determined by Transporter based upon the amount of time it may reasonably require to process and schedule such nominations but in no event shall such deadline be earlier than 8:00 a.m. C.S.T. on the business day prior to the day that such nominations are to take effect.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

10. NOMINATIONS, BALANCING AND CHARGES FOR IMBALANCES OR
UNAUTHORIZED TENDERS OR TAKES (Continued)

(iii) If the applicable confirmation deadlines have not been met, Transporter shall not be required to attempt confirmation after the effective date stipulated in the nomination form.

(iv) Nomination Changes Due to Daily Imbalances. Shippers are responsible for ensuring that daily flows match the confirmed nominations. If Transporter determines that the actual daily flows under a particular Transportation Service Agreement differ from the confirmed nominations, it may require prospective nomination changes by receipt and/or delivery adjustments in order to balance transportation agreements as closely as possible.

(d) Curtailment and Interruptions in Service

(i) The Shipper(s) affected by interruptions in service or curtailment pursuant to Section 3 of Rate Schedule FTS and/or Rate Schedule ITS, shall be notified by Transporter as soon as possible. Transporter shall also notify the Shipper(s) as soon as possible for the resumption of service. Upon notification by Transporter of the resumption in service, Shipper shall verify that the level of service desired prior to curtailment should be reinstated. Transporter may require Shipper to submit a completed nomination form with the previously submitted nominated quantities to reinstate such prior level of service. If upon such notification by Transporter, Shipper desires a level of service different than previously nominated or needs more time to reestablish its supplies, Transporter shall be so notified by Shipper at that time. In such instance, the curtailed level of service may remain in effect for the remainder of that day plus one business day. If a new written nomination is not received during that time, service may be interrupted the following day.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

10. NOMINATIONS, BALANCING AND CHARGES FOR IMBALANCES OR UNAUTHORIZED
TENDERS OR TAKES (Continued)

(e) Procedural Changes. Transporter shall provide Shippers with thirty (30) days prior written notice of nomination and nomination verification deadline changes unless a lesser period of time is required to protect the integrity of Transporter's system.

10.2 Balancing: Shipper shall use its best efforts to avoid delivering or receiving quantities of gas which differ or deviate from the quantity of gas scheduled by Transporter for transportation and delivery hereunder and shall keep Transporter advised of any material deviations from the quantities scheduled. Shipper shall be responsible for monitoring, controlling and, if necessary, adjusting its deliveries of gas at the Receipt Point(s) and its receipts of gas at the Delivery Point(s) in order to maintain a daily balance between the quantity of gas received by Transporter from Shipper or its designee, less any gas retained for fuel use and loss by Transporter in providing such service, and the quantity of gas delivered by Transporter to Shipper or its designee. Transporter shall not be obligated to deliver to Shipper at the Delivery Point(s) quantities in excess of the quantities received for Shipper at the Receipt Point(s), after deductions for fuel use and loss, nor shall Transporter be obligated to receive at the Receipt Point(s) for Shipper's account quantities of gas in excess of the quantities delivered to Shipper at the Delivery Point(s), after deductions for fuel use and loss.

10.3 Charges for Imbalances: If Shipper fails to maintain a balance of receipts and deliveries and such failure is not the result of force majeure as specified in Section 9 of the Transportation General Terms and Conditions or of Transporter's sole negligence or willful act causing such an imbalance, Transporter may impose one or more of the following imbalance charges. No imbalance charge shall be assessed until Transporter has notified Shipper in writing that an imbalance exists and Shipper has failed to take corrective action acceptable to Transporter. In calculating excess and deficient quantities, Transporter shall take into consideration quantities retained for fuel use and loss and adjustments for any prior imbalance pursuant to Transporter's notification to correct any excess or deficiency in receipt and deliveries.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

10. NOMINATIONS, BALANCING AND CHARGES FOR IMBALANCES OR UNAUTHORIZED
TENDERS OR TAKES (Continued)

(e) Procedural Changes. Transporter shall provide Shippers with thirty (30) days prior written notice of nomination and nomination verification deadline changes unless a lesser period of time is required to protect the integrity of Transporter's system.

10.2 Balancing: Shipper shall use its best efforts to avoid delivering or receiving quantities of gas which differ or deviate from the quantity of gas scheduled by Transporter for transportation and delivery hereunder and shall keep Transporter advised of any material deviations from the quantities scheduled. Shipper shall be responsible for monitoring, controlling and, if necessary, adjusting its deliveries of gas at the Receipt Point(s) and its receipts of gas at the Delivery Point(s) in order to maintain a daily balance between the quantity of gas received by Transporter from Shipper or its designee, less any gas retained for fuel use and loss by Transporter in providing such service, and the quantity of gas delivered by Transporter to Shipper or its designee. Transporter shall not be obligated to deliver to Shipper at the Delivery Point(s) quantities in excess of the quantities received for Shipper at the Receipt Point(s), after deductions for fuel use and loss, nor shall Transporter be obligated to receive at the Receipt Point(s) for Shipper's account quantities of gas in excess of the quantities delivered to Shipper at the Delivery Point(s), after deductions for fuel use and loss.

10.3 Charges for Imbalances: If Shipper fails to maintain a balance of receipts and deliveries and such failure is not the result of force majeure as specified in Section 9 of the Transportation General Terms and Conditions or of Transporter's sole negligence or willful act causing such an imbalance, Transporter may impose one or more of the following imbalance charges. No imbalance charge shall be assessed until Transporter has notified Shipper in writing that an imbalance exists and Shipper has failed to take corrective action acceptable to Transporter. In calculating excess and deficient quantities, Transporter shall take into consideration quantities retained for fuel use and loss and adjustments for any prior imbalance pursuant to Transporter's notification to correct any excess or deficiency in receipt and deliveries.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

10. NOMINATIONS, BALANCING AND CHARGES FOR IMBALANCES OR UNAUTHORIZED
TENDERS OR TAKES (Continued)

(a) Daily Balancing. Transporter may notify Shipper if it appears that Shipper has delivered to Transporter at the receipt point(s) quantities of gas which are in excess of or deficient by the greater of fifty (50) MMBtu or ten percent (10%) of the daily transportation quantities scheduled by Transporter (hereinafter referred to within this subsection 10.3(a) as "Excess Gas" or "Deficiency Gas"). Shipper shall have forty-eight (48) hours after notification by Transporter, or such lesser period of time as is reasonably required by Transporter to protect the integrity of its system, to initiate corrective action. In the event Shipper fails to agree upon the appropriate corrective action to be implemented with Transporter's gas dispatchers within forty-eight (48) hours after notification, or fails to take the corrective action agreed upon within the period agreed upon, Transporter may, after such period has expired, either (i) retain any Excess Gas delivered to Transporter, at no cost and free and clear of any adverse claims by any party, or (ii) charge Shipper two (2) times Transporter's effective Rate Schedule CD-1 Commodity Rate for any Deficiency Gas delivered to Shipper at the delivery point(s).

(b) Monthly Balancing of Over-deliveries: Within fifteen (15) working days after the end of each month, Transporter will notify Shipper in writing if for said month Shipper delivered or caused to be delivered to Transporter a quantity which, less fuel use and loss, will exceed by more than five (5) percent the quantities taken from Transporter. In the event Shipper and Transporter fail to agree in writing upon the appropriate corrective action to bring such over-deliveries into balance within forty-five (45) days after notification, and/or Shipper fails to fully implement the corrective action in the manner and time frame agreed upon by the parties, a penalty may be imposed. The penalty shall be the retention by Transporter of any remaining net balance of over-deliveries existing as of forty-five (45) days after the date of Transporter's notification to Shipper, at no cost to Transporter and free and clear of any

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

10. NOMINATIONS, BALANCING AND CHARGES FOR IMBALANCES OR UNAUTHORIZED
TENDERS OR TAKES (Continued)

adverse claims by any party. Transporter's assessment of the penalty shall be deemed to eliminate the associated imbalance. For the purposes of notification and corrective action only, imbalances for any month that become apparent after the time for notice has expired shall be considered as an imbalance for the month following the month in which the imbalance became apparent.

(c) Monthly Balancing of Under-deliveries: Within fifteen (15) working days after the end of each month, Transporter will notify Shipper in writing if for said month Shipper has taken or has caused to be taken from Transporter quantities which exceed by more than five (5) percent the quantities received by Transporter, less fuel use and loss. In the event Shipper and Transporter fail to agree in writing upon the appropriate corrective action to bring such under-deliveries into balance within forty-five (45) days after notification, and/or Shipper fails to fully carry out the corrective action in the manner and time frame agreed upon by the parties, a penalty may be imposed. The penalty shall be the dollar equivalent of two times Transporter's Rate Schedule CD-1 Commodity Charge multiplied by the remaining net balance of under-deliveries which exist as of forty-five (45) days after Transporter's notification to Shipper. Payment of the assessed penalty shall be deemed to eliminate the associated imbalance. For the purposes of notification and corrective action only, imbalances for any month that become apparent after the time for notice has expired shall be considered as an imbalance for the month following the month in which the imbalance became apparent.

(d) Final Balancing: If an imbalance exists at the expiration of a Transportation Service Agreement, Transporter shall notify Shipper in writing of such imbalance and Transporter and Shipper shall cooperate to eliminate the imbalance. If Shipper still owes Transporter gas forty-five (45) days after notification by Transporter of the imbalance, Shipper shall

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

10. NOMINATIONS, BALANCING AND CHARGES FOR IMBALANCES OR UNAUTHORIZED
TENDERS OR TAKES (Continued)

compensate Transporter for the MMBtu imbalance at two times its Rate Schedule CD-1 Commodity rate. If forty-five (45) days after notification of the imbalance, Shipper is owed gas by Transporter, which Transporter has tendered for delivery and which Shipper has not accepted, Transporter shall be entitled to retain said MMBtu's at no cost to Transporter and free and clear of any adverse claims by any party.

10.4 Nothing in this Section 10 shall limit Transporter's right to take actions as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of Transporter's system, including maintenance of service to its other customers.

10.5 In the event that Shipper delivers, causes to be delivered or fails to deliver volumes of gas for the account of Transporter at the Receipt Point(s) which causes a third party pipeline to assess a penalty or other charge against Transporter for an imbalance or unauthorized tender of gas under a transportation agreement between Transporter and such third party pipeline, then Shipper agrees to reimburse Transporter for any and all such penalties and charges incurred by Transporter.

10.6 If Shipper fails within forty-eight (48) hours or such lesser period of time which may be required to protect the integrity of Transporter's system to comply with any interruption order of Transporter in accordance with the applicable rate schedule or Transportation Service Agreement, Shipper shall pay Transporter a penalty of \$5.00 per MMBtu for all tenders or takes which are in excess of or deficient by more than 10% of the quantities specified in the interruption order. Transporter shall specify such quantities to be interrupted in its order. Transporter shall impose penalties under this subsection only if Shipper's actions cause or contribute to Transporter's inability to provide full services to Transporter's other customers.

10.7 Any charges which may be assessed Shipper pursuant to the terms of this Section 10 shall be subject to and billed in accordance with the provisions of Section 6 of the Transportation General Terms and Conditions.

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

11. STATUTORY REGULATIONS

11.1 It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations or duly constituted governmental authorities having jurisdiction or control of the matter related hereto. Should either of the parties, by force of any such law, order, rule or regulation, at any time during the term of the Transportation Service Agreement be ordered or required to do any act inconsistent with the provisions thereof, then for that period only, during which the requirements of such law, order, rule or regulation are applicable, the Transportation Service Agreement shall be deemed modified to conform.

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE

12.1 All potential shippers requesting firm or interruptible service must make a valid request pursuant to Section 12.4 hereof for such transportation service. New requests for transportation service shall be deemed void if received prior to the date Transporter stipulates in its Public Notice that it will commence accepting requests for transportation service pursuant to Rate Schedules FTS and ITS. Such request shall be considered valid as of the date received if it contains adequate information with respect to all of the items specified in Section 12.4, subject to any necessary verification, and contains the other applicable information required by this Section 12.

12.2 The following requests shall be deemed "new transportation service" for purposes of allocation of capacity and curtailment procedures as set forth in Section 3 of the applicable transportation rate schedules:

- (a) Requests for Transporter to commence service for Shipper;

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TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

(b) Requests for an increase in Shipper's MDTQ at a particular Receipt or Delivery Point;

(c) Requests by Shipper to add new Receipt or Delivery Point(s) under an existing Transportation Service Agreement;

(d) Requests by Shipper to extend or renew a Transportation Service Agreement that has or will expire and terminate by its own terms.

(e) Requests by Shipper for authorized overrun service.

12.3 The following requests shall not be deemed "new transportation service" for purposes of allocation of capacity and curtailment procedures as set forth in Section 3 of the applicable transportation rate schedules:

(a) Requests by Shipper to extend the term of a Transportation Service Agreement that contains an "evergreen clause" or that otherwise provides for automatic renewal or extension of service; provided, however, that Shipper notifies Transporter of such renewal or extension in accordance with the terms of the Transportation Service Agreement.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

(b) Subject to the limitations set forth in Sections 12.4(c) and 12.4(f) herein and Section 1 of Rate Schedule FTS, requests by Shipper receiving service pursuant to Rate Schedule FTS to substitute, upon fifteen (15) days' written notice to Transporter, new Receipt Point(s) under an existing Transportation Service Agreement for existing Receipt Point(s) subject to the following conditions:

(i) Shipper may submit a request to substitute a maximum of two (2) Receipt Points no more often than once every thirty (30) days, and the substitute Receipt Point(s) will not become effective until the first day of the month following the 15 days' written notice.

(ii) Receipt Point(s) being substituted shall be located in the same rate zone as the existing Receipt Point(s) unless Shipper agrees to pay any increased charges applicable to the new Receipt Point(s). In no event shall the rates and charges under the existing Transportation Service Agreement be reduced as a result of a substitution in Receipt Point(s).

(c) Flexibility for Firm Shippers at Secondary Receipt Points - Subject to the limitations contained in this section and Section 1.4 of Rate Schedule FTS, firm Shippers may utilize Secondary Receipt Points as follows:

(i) To the extent capacity is available as of the first day of the month at any of Transporter's Receipt Points specified in Exhibit A-1 of the Transportation Service Agreement ("Secondary Receipt Points") which is in excess of confirmed firm volumes, Transporter shall make such capacity available upon request to firm Shippers as a Secondary Receipt Point. Subject to the requirements contained in Section 10 herein, requests by firm Shippers to utilize Secondary Receipt Point(s) shall at all times have priority subordinate to Transporter's firm sales and firm

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

Shippers who have designated such points as Primary Receipt Points but shall have priority superior to interruptible service, except that requests by firm Shippers to utilize a Secondary Receipt Point mid-month shall not have priority over a pre-existing firm or interruptible service currently flowing volumes at that point until the beginning of each month.

(ii) If capacity is not available at Shipper's requested Secondary Receipt Point but is available at alternate Secondary Receipt Points, and Shipper elects not to utilize the available capacity at any of such alternate Secondary Receipt Points, then Shipper may exercise its substitution rights set forth in Section 12.3(b) to obtain capacity at its requested Receipt Point.

(iii) If firm Shippers submitting nominations to Transporter by the Primary Deadline as specified in Section 10 herein utilize Secondary Receipt Points such that there is insufficient capacity available at any such Secondary Receipt Point to enable Transporter to schedule all such nominations, Transporter shall allocate available capacity on a prorata basis based upon confirmed nominations.

(iv) Transporter shall notify Shipper of additions or deletions to Exhibit A-1 to the Transportation Service Agreement under Rate Schedule FTS and shall provide Shipper with a revised Exhibit A-1 to the Transportation Service Agreement from time to time and at any time upon request by Shipper.

(v) Secondary Receipt Point(s) shall be located in the same rate zone as Shipper's Primary Receipt Point(s) unless Shipper agrees to pay any increased charges applicable to the new Secondary Receipt Point(s). In no event shall the rates and charges under the existing Transportation Service Agreement be reduced as a result of utilization of a Secondary Receipt Point.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

12.4 Other than requests for Authorized Overrun Service which may be contained in Shipper's nomination form submitted pursuant to Section 10 herein, all requests for firm or interruptible transportation service shall be submitted in writing to Transporter in the format specified in Section 13.2 hereof, and shall contain the following information:

(a) Identity of Shipper - The exact legal name, type of legal entity, type of company, state of incorporation or state of qualification to do business, mailing and street address and the name and phone number of person(s) to contact regarding the transportation arrangement;

(b) Type of Service Requested - Firm or Interruptible;

(c) Gas Quantities - The Maximum Daily Transportation Quantity (MDTQ) in the aggregate and for each Receipt Point and each Delivery Point stated in MMBtu's for which transportation is requested; and the estimated total quantity of gas to be transported during the requested term of service. For transportation service requested pursuant to Rate Schedule FTS, the sum of all individual maximum Receipt Point quantities set forth in Exhibit A to the Transportation Service Agreement shall not exceed MDTQ in the aggregate and the sum of all individual maximum Delivery Point quantities shall not exceed the aggregate of thermally equivalent quantities.

(d) Receipt Point(s) -

(1) The point(s) of entry into Transporter's system;

(2) The name of all entities directly delivering gas into Transporter's system.

(3) The appropriate area code(s) for the producing area where the field or well producing the gas to be transported is located pursuant to the codes provided in DOE/EIA-0370, Oil and Gas Field Code Master List.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

(e) Delivery Point(s) -

(1) The point(s) on Transporter's system at which Shipper desires the delivery of gas;

(2) The name of all entities taking gas at the Delivery Point(s);

(f) Limitation on Points - Transporter shall not be obligated to accept any request for firm transportation service under Rate Schedule FTS which results in more than five (5) Primary Receipt Points and/or five (5) Delivery Points under one Transportation Service Agreement. Subject to the requirement specified in Section 12.10(c) herein, there is no limitation on the number of Receipt or Delivery Points a Shipper may request in a Transportation Service Agreement for transportation under Rate Schedule ITS. Subject to the requirements and conditions contained in Section 12.3(c) herein, firm Shippers receiving service pursuant to Rate Schedule FTS shall have unlimited Secondary Receipt Point(s).

(g) Term of Service -

(1) The date service is requested to commence. Except for requests for conversions made pursuant to Section 3.2(i) of Rate Schedule FTS to become effective on or before April 1, 1990, such service date may not be more than ninety (90) days after the date of the request.

(2) The date service is requested to terminate, which date shall be a minimum of thirty (30) days following the commencement of service.

(h) Certification - Certification from Shipper that it (1) has good title to the gas or a current contractual right to acquire title and (2) has entered into all necessary arrangements to assure that upstream and downstream transportation will be in place prior to the commencement of service.

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 65 First Revised Sheet No. 65 : Effective
Superseding: Original Sheet No. 65

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

(i) Facilities - Identification and location of any facilities to be constructed or installed by any party affected by the proposed transportation service.

(j) Credit Evaluation - Acceptance of a request for transportation service is contingent upon a satisfactory credit appraisal by Transporter, unless Shipper, at the time of the submission of a request for service pursuant to this Section 12, has an existing satisfactory credit history with Transporter.

(1) Transporter shall perform such credit appraisal by utilizing the following information which Shipper shall furnish to Transporter:

(i) A copy of Shipper's most recent audited financial statement;

(ii) A copy of Shipper's most recent twelve month audited financial statement or Annual Report and, if applicable, 10-K form;

(iii) A list of Shipper's affiliates, including parent and subsidiaries, if applicable.

(iv) A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

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FERC Docket: GT90- 12-000

First Revised Sheet No. 66 First Revised Sheet No. 66 : Effective
Superseding: Original Sheet No. 66

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

(2) Such credit appraisal must meet the following criteria in order to be deemed satisfactory for purposes of this Section 12.4(j):

(i) Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that the transportation billing will be paid promptly as cost of administration under the federal court's jurisdiction.

(ii) Shipper shall not be subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

(iii) Shipper shall have no significant outstanding collection lawsuits or judgments which would seriously reflect upon Shipper's ability to remain solvent.

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

(3) If a Shipper fails to satisfy the credit criteria, such Shipper may still obtain transportation hereunder if it elects one of the following options: (i) payment in advance for one (1) month of service; (ii) a standby irrevocable letter of credit drawn upon a bank acceptable to Transporter; or (iii) guarantee by a person or another entity which does satisfy the credit appraisal.

(4) If Shipper has an on-going business relationship with Transporter, Shipper shall have no delinquent balances consistently outstanding for natural gas sales or transportation services made previously by Transporter and Shipper must have paid its account during the past according to the established terms of Transporter and not made deductions or withheld payment for claims not authorized by contract. If Shipper fails to meet any of the criteria listed herein, then Shipper shall be subject to a credit appraisal as set out in 12.4(j).

(k) Information Required From Marketing Affiliates - In the event a request for transportation service is from a marketer affiliated with Transporter or one in which an affiliated marketer is involved, in addition to the information required by Section 12.4(a) through 12.4(j) hereof, the following information shall also be furnished to Transporter:

- (1) The specific affiliation of:
 - (i) The requestor;
 - (ii) The person to be provided the transportation service; and
 - (iii) The supplier of any of the gas to be transported.

Effective Date: 11/04/1991 Status: Effective
FERC Docket: RP92- 70-000

Third Revised Sheet No. 68 Third Revised Sheet No. 68 : Effective
Superseding: Second Revised Sheet No. 68

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

(2) If any marketer affiliated with Transporter is buying and reselling any of the gas requested to be transported, whether and by how much the cost of the gas to the affiliated marketer exceeds the price received for the sale of the gas by the affiliated marketer, after deducting associated costs including those incurred for transportation.

(1) Certification From On-Behalf-Of Entity - If Shipper is requesting service hereunder to be implemented pursuant to Subpart B of Part 284 of the Commission's regulations, Shipper must provide certification that a local distribution company or an intrastate pipeline company, as those terms are defined in the Natural Gas Policy Act of 1978, on whose behalf the transportation will be performed (i) has physical custody of and transports the natural gas at some point; or (ii) holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by Transporter, for a purpose related to its status and functions as a local distribution company or its status and functions as an intrastate pipeline company, or (iii) that the gas is being delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that Transporter is providing transportation service.

(m) Compliance with Tariff - Shipper shall submit a statement that it is willing to abide by the terms of Transporter's applicable rate schedule, including the Transportation General Terms and Conditions. Shipper shall further state that it is willing to pay the maximum rate provided for under Transporter's applicable rate schedule. If Shipper is unwilling to pay such maximum rate, Shipper shall specify the rate it is willing to pay, but Shipper's request shall not be deemed valid until the date on which Shipper and Transporter agree in writing on such lower rate.

Effective Date: 04/20/1991 Status: Effective
FERC Docket: RP91-121-000

Second Revised Sheet No. 69 Second Revised Sheet No. 69 : Effective
Superseding: First Revised Sheet No. 69

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

12.5 All valid requests shall be time and date stamped and recorded in the order received. Transporter shall maintain a log of transportation arrangements pursuant to 18 C.F.R. Section 284.13 in Transporter's St. Louis, Missouri offices which shall be open to public inspection.

12.6 Transporter shall promptly notify a Shipper if it cannot satisfy an otherwise valid request for firm transportation due to lack of capacity. If Transporter cannot satisfy such a request due to insufficient capacity, such request for firm service shall be of a continuing nature and shall remain valid unless and until Shipper notifies Transporter in writing that Shipper is withdrawing its request for such service.

12.7 In the event a request does not contain the information specified in Section 12.4 hereof, Transporter shall, within ten (10) days after receipt of such request, inform Shipper in writing of the specific items needed to complete a valid request. Shipper shall have fifteen (15) days to provide the specified information. In the event such information is not received within fifteen (15) days or if Shipper's request, as supplemented, remains incomplete and deficient, Shipper's request shall be null and void. If Shipper's request as supplemented within such fifteen (15) day period is satisfactory, then Shipper's original request date shall be utilized for purposes of determining priority of service and allocation of capacity as provided for in Section 3 of the applicable transportation rate schedule.

12.8 Requests for firm transportation shall be accompanied by a prepayment, not to exceed the lesser of \$10,000 or the total of two months of Reservation Charges provided for in Rate Schedule FTS; provided, however, that the prepayment shall be credited, with interest if such interest has accrued, to Shipper's invoice for service under Rate Schedule FTS. Should Transporter determine that it does not have firm capacity for Shipper's request, then Shipper's

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FERC Docket: RP91-121-000

Second Revised Sheet No. 70 Second Revised Sheet No. 70 : Effective
Superseding: First Revised Sheet No. 70

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

prepayment shall accrue interest as provided in 18 C.F.R. Section 154.67 from the time Transporter notifies Shipper of Transporter's determination that it cannot satisfy Shipper's request, such interest to be refunded along with Shipper's prepayment within fifteen (15) days after the date Shipper notifies Transporter in writing that Shipper is withdrawing its request for such service pursuant to Section 12.6, or such interest shall be credited to Shipper's invoice when FTS service is commenced.

12.9 Contracting For Service

(a) Upon approval of a valid request, Transporter shall offer the requesting Shipper a transportation contract or contracts in the form of agreement contained in Transporter's effective FERC Gas Tariff, Original Volume No. 1-A;

(b) Unless waived by Transporter, a request for service shall be invalid if Shipper fails to execute a Transportation Service Agreement hereunder within thirty (30) days after such has been tendered by Transporter for execution.

(c) Once a contract for interruptible service is executed, Shipper shall nominate and tender gas within fifteen days of the later of (i) the date on which Shipper is notified that any necessary facilities are ready for service or (ii) the date on which Shipper executes the interruptible Transportation Service Agreement, or (iii) the date of first deliveries if specified in the Transportation Service Agreement. If Shipper fails to meet this condition, Shipper's contract shall be terminated, and Shipper's request shall be void; provided, however, that Shipper's failure to tender gas shall be excused by an event of force majeure as defined in Section 9 of the Transportation General Terms and Conditions or lack of capacity on Transporter's pipeline system, except that temporary failure of gas supply due to factors other than physical impairment of facilities shall not be excused.

Effective Date: 04/20/1991 Status: Effective
FERC Docket: RP91-121-000

Second Revised Sheet No. 71 Second Revised Sheet No. 71 : Effective
Superseding: First Revised Sheet No. 71

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

12. PROCEDURES FOR REQUESTING TRANSPORTATION SERVICE (Continued)

12.10 Additional Information Required In Order For Service To
Commence Or Continue

Upon execution of an interruptible contract Shipper must identify the name of the entity or entities which will ultimately receive the gas to be transported for direct end use if the gas to be transported is not for system supply, and provide verification that such entities have executed purchase contracts related to the gas to be transported. If the ultimate consumer is an industrial or commercial end-user, Shipper shall list the location(s) of the plant(s) or facility(ies) where gas is to be consumed. Upon the execution of either a firm or interruptible contract, Shipper shall specify the state(s) where the gas transported ultimately will be consumed.

Effective Date: 01/04/1993 Status: Effective
FERC Docket: MT90- 8-006

Sixth Revised Sheet No. 72 Sixth Revised Sheet No. 72 : Effective
Superseding: Fifth Revised Sheet No. 72

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE
TRANSACTIONS

The information and procedures which Transporter will make available pursuant to Order 497 are set forth below.

13.1 Operating Personnel and Facilities Shared by Transporter and Marketing Affiliates. Transporter shares one employee with Arkla Energy Marketing (AEM). This employee will be negotiating sales of natural gas by Transporter to be effective after Transporter receives a blanket certificate for unbundled sales service pursuant to 18 C.F.R. Section 284.284, and he will also perform marketing functions for AEM during the period prior to the issuance of Transporter's blanket certificate for unbundled sales service. The employee will not engage in sales of natural gas by Transporter pursuant to its certificate obligations prior to the effective date of Transporter's unbundled sales service blanket certificate, and will operate independently from Transporter's Marketing and Transportation Services operating personnel. The name and title of the shared employee are:

Blake E. Bastien
Manager, Gas Sales

This employee is located in the St. Louis offices of Transporter, and has an office located in an area separate and apart from Transporter's Marketing and Transportation Services personnel. Transporter shares certain facilities with this employee, such as telephone system and computer mainframe equipment, with security codes on the computer files of Transporter so the shared employee cannot access any information unrelated to his shared function.

Except as stated herein, Transporter shares no other operating personnel or facilities with its marketing affiliates.

13.2 Format for Valid Request for Transportation Service. The information and format required from a Shipper for a valid request for transportation service or amended service, including transactions in which an affiliated marketer is involved, is as follows:

Effective Date: 04/20/1991 Status: Effective
FERC Docket: RP91-121-000

Second Revised Sheet No. 73 Second Revised Sheet No. 73 : Effective
Superseding: First Revised Sheet No. 73

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICE AND
AFFILIATE
TRANSACTIONS (Continued)

FORM OF REQUEST FOR TRANSPORTATION

Send To: Mississippi River Transmission Corporation (MRT)
9900 Clayton Road
St. Louis, MO 63124 OR Telecopy: (314)991-7600
Attn: Transportation Services

NEW SERVICE:	AMENDMENT TO EXISTING CONTRACT:
FIRM (R.S. FTS) INTERRUPTIBLE (R.S. ITS) (FOR FIRM SERVICE REMIT APPLICABLE RESERVATION FEE)	CONTRACT DATE CONTRACT NO. (SUBMIT ONLY THE CHANGED INFORMATION)

INFORMATION REQUIRED FOR VALID TRANSPORTATION
REQUEST

I. CUSTOMER INFORMATION AND NOTICES

SHIPPER PERSON REQUESTING SERVICE
(Complete only if different from Shipper)

Company Name	Name/Title
Address (include street address)	Company Name
City / State / Zip	Address
Phone / Telecopier	City / State / Zip
Officer Name and Title (Signatory Party to Contracts)	Phone / Telecopier
State of Incorporation	

NOMINATION & GENERAL NOTICES STATEMENTS INVOICES &

Name/Title	Name/Title
Address	Company Name
City State Zip	Address
Phone Telecopier	City State Zip

Effective Date: 04/20/1991 Status: Effective
FERC Docket: RP91-121-000

Third Revised Sheet No. 74 Third Revised Sheet No. 74 : Effective
Superseding: Second Revised Sheet No. 74

FORM OF REQUEST FOR TRANSPORTATION
(Continued)

24-HOUR CONTACT

Dispatcher Name / Phone / Telecopier

II. AGREEMENT TERMS

Date service is requested to commence

Date service is requested to terminate (if interruptible, month-to-month
evergreen is suggested)

Maximum Daily Transportation Quantity (MDTQ) MMBtu per day

Is Shipper willing to pay the maximum rate(s) for the requested service?

Yes (Checking "Yes" will not preclude Shipper from obtaining any published
discounts which may be available to all similarly situated Shippers nor from
negotiating selectively discounted rates as may be applicable from time to time.)

No (This request will be treated on a first-come, first-served basis by each rate
level.)

POINTS OF RECEIPT

FOR INTERRUPTIBLE SERVICE ONLY:

Currently effective Master Pipeline Interconnect List

Currently effective Master Receipt Point List (includes all Pipeline
Interconnects)

Please List Specific Receipt Point(s) separately:

MRT LOC. I.D. 1/ MMBtu/D 2/ Shipper ("S") Entity

POINTS OF DELIVERY

Point Desc. or MRT LOC. I.D.	Maximum Delivery Point Quantity	Name of Receiving Entity
------------------------------------	---------------------------------------	-----------------------------

- 1/ If new facilities required, please specify.
- 2/ For firm service, the sum of all individual Maximum Receipt Point Quantities (Primary Receipt Points) shall not exceed MDTQ in the aggregate. (Unlimited Secondary Receipt Points will be automatically added to Transportation Service Agreement.)
- 3/ For firm service, the sum of all individual Maximum Delivery Point Quantities shall not exceed the aggregate of thermally equivalent quantities.

Effective Date: 04/20/1991 Status: Effective
 FERC Docket: RP91-121-000

Second Revised Sheet No. 75 Second Revised Sheet No. 75 : Effective
 Superseding: First Revised Sheet No. 75

FORM OF REQUEST FOR TRANSPORTATION
 (Continued)

III. REQUESTED FORM OF SERVICE

*NGPA SECTION 311 G)	(Subpart B)	* SECTION 284	(Subpart
			G)
	*		
Annual volume to be transported	*Average Daily volume to be transported		
	MMBtu/D *		MMBtu
	*		
Estimated total volume to be transported over	* Annual volume to be		
transported	transported		
life of contract *	MMBtu		
	MMBtu *		
	*Peak Day volume to be transported		
* If LDC/Intrastate pipeline company	*		MMBtu
will not be executing the Service *			
Agreement, Shipper must provide an	*	Estimated total volume to be	
acceptable "On-Behalf-Of" certifica-	*	transported over life of contract	
tion for each "On-Behalf-Of" Entity	*		MMBtu
to MRT consistent with current	*		
regulatory requirements. *			

IV. OTHER REQUIRED INFORMATION

1. Area in which gas originates. (See FERC Area Geographic Names in DOE/EIA 0370 Oil and Gas Field Code Master List.) Please complete as appropriate.
 Codes:

2. Is Shipper or any other party (i.e. supplier, requestor, etc.) involved in this service affiliated with MRT?

Yes No

If yes, please identify the affiliated entity, its role and the % of ownership:

(Affiliated Entity)	/	/	%
		Role	

If any marketer affiliated with Transporter is buying and reselling any of the gas requested to be transported, does the cost of the gas to the affiliated marketer exceed the price received for the sale of the gas by the affiliated marketer, after deducting associated costs, including those incurred for transportation?

Yes No If yes, by how much? \$ per MMBtu.

If this information is not known, it must be provided as soon as known.

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FERC Docket: RP91-121-000

Second Revised Sheet No. 76 Second Revised Sheet No. 76 : Effective
Superseding: First Revised Sheet No. 76

FORM OF REQUEST FOR TRANSPORTATION
(Continued)

III. REQUESTED FORM OF SERVICE

3. Shipper is: a) Interstated) End User g) Other (Specify)
b) Intrastate) Producer
c) LDCf) Marketer/Broker

Shipper acknowledges by its signature that it is willing to abide by the terms of Transporter's Original Volume No. 1-A Tariff.

Shipper, by its signature, certifies to Transporter (1) that it has good title to the gas or a current contractual right to acquire title and (2) that it has entered into all necessary arrangements to assure that upstream and downstream transportation will be in place prior to the commencement of the requested service.

Shipper also certifies that the information herein is complete and accurate to the best of Shipper's knowledge, information and belief.

Shipper: Requestor
By: By:
Signature: Signature:
Title: Title:
Date: Date:

Effective Date: 04/20/1991 Status: Effective
FERC Docket: RP91-121-000

Second Revised Sheet No. 77 Second Revised Sheet No. 77 : Effective
Superseding: First Revised Sheet No. 77

Sheet Nos. 78 through 85
have been reserved for future use

The following tariff sheets have been superseded:

First Revised Sheet No. 78
First Revised Sheet No. 79
Second Revised Sheet No. 80
First Revised Sheet No. 81
First Revised Sheet No. 82
First Revised Sheet No. 83
First Revised Sheet No. 84
First Revised Sheet No. 85

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 78 First Revised Sheet No. 78 : Effective
Superseding: Original Sheet No. 78

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE
TRANSACTIONS (Continued)
8. Gas Quantities (@ 14.73 Dry)
- a) Maximum Daily Transportation Quantity (please specify
both):
- | | |
|-------|---------|
| Mcf/d | MMBtu/d |
|-------|---------|
- b) Estimated total quantity of gas to be transported over
the primary term of the request (please specify both):
- | | |
|-----|-------|
| Mcf | MMBtu |
|-----|-------|
9. Requested Receipt Point(s) and producing area(s) that are the
source(s) of gas transported. Please list under Exhibit A
attached. (Requests for firm service shall result in no more
than five (5) Receipt Points under one Transportation Service
Agreement. Requests for interruptible service may have an
unlimited number of Receipt Points under one Transportation
Service Agreement.)
10. Requested Delivery Point(s). Please list under Exhibit B
attached. (Requests for firm service shall result in no more
than five (5) Delivery Points under one Transportation
Service Agreement. Requests for interruptible service may
have an unlimited number of delivery points under one
Transportation Service Agreement.)
11. Are new facilities required at any of the locations
requested? If yes, please designate such locations
in Exhibits A and B.

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 79 First Revised Sheet No. 79 : Effective
Superseding: Original Sheet No. 79

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE TRANSACTIONS (Continued)
12. (a) At the time Shipper executes an Interruptible Transportation Service Agreement, Shipper shall be required to:
- (i) identify the name of the entity or entities which will ultimately receive the gas to be transported for direct end use if the gas to be transported is not for system supply; and
 - (ii) provide verification that the end-user(s) have executed purchase contracts related to the gas to be transported.
- (b) At the time Shipper executes either a firm or interruptible Transportation Service Agreement, Shipper shall be required to identify the state(s) where the gas transported ultimately will be consumed.
13. Is the gas to be transported subject to take-or-pay relief?
Yes No Unknown
- If yes, what percentage of total contract quantity?
 %.

RATE INFORMATION

14. Does Shipper request a rate which is less than Transporter's maximum rate?
Yes a/ No
- a/ If Shipper is not willing to pay maximum rate, this request will be treated on a first-come, first-served basis by each rate level.

If YES, please specify the selectively discounted rate requested:

Discounted Reservation Rate Requested
Discounted Commodity Rate Requested

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FERC Docket: RP90-114-000

Second Revised Sheet No. 80 Second Revised Sheet No. 80 : Effective
Superseding: First Revised Sheet No. 80

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE
TRANSACTIONS (Continued)

15. If Transporter is unable or unwilling to provide service at the requested discounted rate, is Shipper willing to pay the maximum rate(s) for the requested service(s) (to include any published discounts available to all similarly situated Shippers)?

Yes No

16. Fuel will be provided by (check one):

Transporter Shipper

AFFILIATE INFORMATION

17. Is Shipper affiliated with Transporter: Yes No

If YES, please state specific affiliation:

18. Is the Requesting Party (if other than Shipper) affiliated with Transporter:

Yes No

If YES, please state specific affiliation:

19. Is Shipper's or the Requesting Party's supplier or the producer affiliated with Transporter:

Yes No

If YES, please state specific affiliation:

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 81 First Revised Sheet No. 81 : Effective
Superseding: Original Sheet No. 81

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE
TRANSACTIONS (Continued)

20. If any marketer affiliated with Transporter is buying and reselling any of the gas requested to be transported, does the cost of the gas to the affiliated marketer exceed the price received for the sale of the gas by the affiliated marketer, after deducting associated costs, including those incurred for transportation?

Yes No

If YES, by how much? \$ per MMBtu.

If this information is not known, it must be provided as soon as known.

CREDIT EVALUATION

21. Acceptance of a request is contingent upon a satisfactory credit appraisal by Transporter as set forth in Section 12.4(j) of the Transportation General Terms and Conditions contained in Transporter's Original Volume No. 1-A Tariff unless Shipper, at the time of the submission of a request for service has an existing satisfactory credit history with Transporter. Transporter shall perform such credit appraisal by utilizing the following information which Shipper shall furnish to Transporter along with its request for service:

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First Revised Sheet No. 82 First Revised Sheet No. 82 : Effective
Superseding: Original Sheet No. 82

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE
TRANSACTIONS (Continued)
- (i) Shipper's most recent audited financial statement;
 - (ii) Shipper's most recent twelve month audited financial statement or Annual Report and, if applicable, Form 10K;
 - (iii) List Shipper's affiliates, including parent and subsidiaries:

 - (iv) A bank reference and two trade references.
(Shipper shall provide Transporter with the appropriate release forms to enable Transporter to obtain information from bank/trade references.)

Shipper understands that this completed request form, along with the applicable reservation fee for firm transportation service as specified in Section 12.8 of the aforementioned Transportation General Terms and Conditions, must be received by Mississippi River Transmission Corporation before the request for transportation service will be accepted and processed. Shipper acknowledges by its signature that it is willing to abide by the terms of Transporter's applicable rate schedule and the Transportation General Terms and Conditions contained in Transporter's Original Volume No. 1-A Tariff.

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 83 First Revised Sheet No. 83 : Effective
Superseding: Original Sheet No. 83

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE
TRANSACTIONS (Continued)

Shipper, by its signature, certifies to Transporter (1) that it has good title to the gas or a current contractual right to acquire title and (2) that it has entered into all necessary arrangements to assure that upstream and downstream transportation will be in place prior to the commencement of the requested service.

Shipper also certifies that the information herein is complete and accurate to the best of Shipper's knowledge, information and belief.

Name of Shipper
By:
Signature
Title:
Date:

Name of Requestor
(if different from Shipper)
By:
Signature
Title:
Date:

Effective Date: 02/01/1990 Status: Effective
 FERC Docket: GT90- 12-000

First Revised Sheet No. 84 First Revised Sheet No. 84 : Effective
 Superseding: Original Sheet No. 84

TRANSPORTATION
 GENERAL TERMS AND CONDITIONS
 (Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE
 TRANSACTIONS (Continued)

TRANSPORTATION SERVICE REQUEST FORM

EXHIBIT A
 POINT(S) OF RECEIPT

Requested Receipt Points(s) 1/ MRT Loc. Point I.D. # Desc. 2/	Producing Area 3/	Maximum Receipt Pt. Quantity 4/ Mcf/d MMBtu/d	Fuel Provider 5/	Name of Delivering Entity 6/
--	----------------------	--	---------------------	------------------------------------

- 1/ If new facilities will be required for Transporter to receive the gas, so specify.
- 2/ For transportation service requested pursuant to Rate Schedule ITS, all pipeline interconnects as listed in Transporter's Transportation Handbook may be incorporated in the aggregate in the Transportation Request by noting "All Pipeline Interconnects" under the Requested Receipt Point heading. Any other points must be listed separately.
- 3/ For each Receipt Point, provide the appropriate area code(s) for the producing area where the field or well producing the gas to be transported is located pursuant to the codes provided in DOE/EIA-0370, Oil and Gas Field Code Master List.
- 4/ For transportation service requested pursuant to Rate Schedule FTS, the sum of all individual Maximum Receipt Point Quantities shall not exceed MDTQ in the aggregate.
- 5/ For each Receipt Point, indicate whether Transporter ("T") or Shipper ("S") will be providing the fuel. If the Shipper will be providing the fuel, Transporter's applicable fuel percentage shall apply.
- 6/ For each Receipt Point, provide the name of the pipeline, gatherer or other entity delivering the gas into Transporter's system.

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 85 First Revised Sheet No. 85 : Effective
Superseding: Original Sheet No. 85

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE
TRANSACTIONS (Continued)

TRANSPORTATION SERVICE REQUEST FORM

EXHIBIT B
POINT(S) OF DELIVERY

>	>			
>	For Use By >			
>	Transporter>			
>	>	Requested		Name
>	Location >	Delivery Point(s) 1/	Maximum Delivery	of Receiving
>	I.D. # >	(Description)	Point Quantity 2/	Entity 3/
>	>		Mcf/d	MMBtu/d
>	>			
>	>			
>	>			
>	>			
>	>			
>	>			
>	>			

- 1/ If new facilities will be required for Transporter to deliver the gas, so specify.
- 2/ For transportation service requested pursuant to Rate Schedule FTS, the sum of all individual Maximum Delivery Point Quantities shall not exceed the aggregate of thermally equivalent quantities.
- 3/ For each Delivery Point, provide the name of the pipeline, gatherer or other entity receiving the gas from Transporter's system.

Effective Date: 04/01/1993 Status: Effective
FERC Docket: RP93- 4-004

1 Rev. Fourth Rev. Sheet No. 86 1 Rev. Fourth Rev. Sheet No. 86 : Effective
Superseding: Third Revised Sheet No. 86

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE
TRANSACTIONS (Continued)

13.3 Procedures Used to Address and Resolve Complaints. Any person having a complaint regarding Transporter's transportation service or the provisions of such service under Transporter's Tariff shall provide to Transporter within ninety (90) days from the date of the alleged occurrence (or knowledge thereof) of the event prompting the complaint, a written description detailing the complaint, including identifying the specific request or transaction involved, if any, and shall direct the complaint to:

Mississippi River Transmission Corporation
9900 Clayton Road
St. Louis, MO 63124
Attn: Marketing and Transportation Services, Complaints
or
Telecopy to: 314-991-7600

Transporter shall investigate all complaints received and shall respond initially within 48 hours and in writing within thirty (30) days after receipt of the written complaint. Complainant shall cooperate with Transporter if additional information is required by Transporter to investigate any complaint.

13.4 Procedures Used to Inform Affiliated and Nonaffiliated Shippers and Potential Shippers. Any person may obtain information on the availability and pricing of transportation services offered by Transporter, and the capacity available for transportation: (i) by accessing Transporter's electronic bulletin board which is available on a twenty-four hour basis or (ii) by contacting Transporter's Marketing and Transportation Services Department at 314-991-9900 (further information and instruction for using the electronic bulletin board can be obtained at this number) during business hours.

Effective Date: 04/01/1993 Status: Suspended
FERC Docket: RP93- 4-000

Fourth Revised Sheet No. 86 Fourth Revised Sheet No. 86 : Suspended
Superseding: Third Revised Sheet No. 86

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

13. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES AND AFFILIATE
TRANSACTIONS (Continued)

13.3 Procedures Used to Address and Resolve Complaints. Any person having a complaint regarding Transporter's transportation service or the provisions of such service under Transporter's Tariff shall provide to Transporter within ninety (90) days from the date of the alleged occurrence (or knowledge thereof) of the event prompting the complaint, a written description detailing the complaint, including identifying the specific request or transaction involved, if any, and shall direct the complaint to:

Mississippi River Transmission Corporation
9900 Clayton Road
St. Louis, MO 63124
Attn: Marketing and Transportation Services, Complaints
or
Telecopy to: 314-991-7600

Transporter shall investigate all complaints received and shall respond initially within 48 hours and in writing within thirty (30) days after receipt of the written complaint. Complainant shall cooperate with Transporter if additional information is required by Transporter to investigate any complaint.

13.4 Procedures Used to Inform Affiliated and Nonaffiliated Shippers and Potential Shippers. Any person may obtain information on the availability and pricing of transportation services offered by Transporter, and the capacity available for transportation: (i) by accessing Transporter's electronic bulletin board which is available on a twenty-four hour basis or (ii) by contacting Transporter's Marketing and Transportation Services Department at 314-991-9900 (further information and instruction for using the electronic bulletin board can be obtained at this number) during business hours.

Effective Date: 02/01/1990 Status: Effective

FERC Docket: GT90- 12-000

First Revised Sheet No. 87 First Revised Sheet No. 87 : Effective
Superseding: Original Sheet No. 87

TRANSPORTATION
GENERAL TERMS AND CONDITIONS
(Continued)

14. DESCRIPTIVE HEADINGS

14.1 The descriptive headings of the provisions of the Transportation Service Agreement, Rate Schedule FTS, Rate Schedule ITS and these Transportation General Terms and Conditions are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

15. PENALTIES AND REMEDIES

15.1 All rights and remedies available to Transporter are cumulative, and no right or remedy shall be considered or construed under any circumstances as Transporter's exclusive right or remedy against Shipper.

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 88 First Revised Sheet No. 88 : Effective
Superseding: Original Sheet No. 88

FORM OF TRANSPORTATION SERVICE AGREEMENT

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into on this _____ day of _____, 19____, by and between Mississippi River Transmission Corporation, a Delaware Corporation, hereinafter called "Transporter," and (Shipper's Name), a _____ (State) Corporation, hereinafter called "Shipper."

WHEREAS, Shipper, a _____, has submitted a valid request time and date stamped _____ that Transporter transport natural gas; and

WHEREAS, Transporter owns and operates an interstate natural gas pipeline and has agreed to provide such transportation for Shipper subject to the terms and conditions hereof; and

WHEREAS, [complete as applicable];

WITNESSETH: That, in consideration of the mutual covenants herein contained, the parties hereto agree that Transporter shall transport for Shipper, on a (firm/interruptible) basis, and Shipper shall furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof, at the prices and on the terms and conditions hereinafter provided.

ARTICLE 1

TERM

Section 1.1 - This Agreement shall become effective as of _____, and shall continue _____.

Section 1.2 - Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for transportation hereunder.

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 89 First Revised Sheet No. 89 : Effective
Superseding: Original Sheet No. 89

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

Section 1.3 - Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter.

Section 1.4 - In accordance with the terms and conditions of Section 6 of the Transportation General Terms and Conditions, if Shipper fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by Transporter hereunder, Transporter, upon ten (10) days' written notice to Shipper, may suspend further receipt and/or delivery of gas until such amount is paid, or satisfactory credit arrangements have been made in accordance with Section 12 of the Transportation General Terms and Conditions. If Shipper fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, Transporter, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Shipper, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Shipper.

ARTICLE 2

RATE SCHEDULE

Section 2.1 - Service hereunder shall be provided pursuant to Rate Schedule of Transporter's FERC Gas Tariff, Original Volume No. 1-A. Shipper elects that it [will] [will not] provide fuel in kind. In times of system supply shortage requiring curtailment of Transporter's firm sales customers, Shipper shall have the obligation to provide fuel in kind.

Section 2.2 - This Agreement shall be subject to the provisions of said Rate Schedule as well as the Transportation General Terms and Conditions set forth in Transporter's FERC Gas Tariff, Original Volume No. 1-A, as on file and in effect from time to time and such are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in Transporter's applicable Rate Schedule. To the

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 90 First Revised Sheet No. 90 : Effective
Superseding: Original Sheet No. 90

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

extent not inconsistent with effective law, Transporter shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise its priority and/or scheduling of this transportation service from time to time.

Section 2.3 - Transporter shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said Transportation General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.

ARTICLE 3

QUANTITIES

Section 3.1 - Shipper may deliver or cause to be delivered to Transporter at the Receipt Point(s) described in Exhibit A (or Exhibit A-1 if applicable) to this Agreement, and Transporter agrees to accept at such point(s) for transportation under this Agreement, quantities of natural gas up to a Maximum Daily Transportation Quantity (MDTQ) of MMBtu's per day. Transporter shall also receive at the Receipt Point(s) a quantity of gas for Fuel Use and Loss gas if Shipper elects to provide fuel in kind. A Maximum Receipt Point Quantity is also specified in Exhibit A for each Transporter Receipt Point. For firm service, the sum of all individual Maximum Receipt Point Quantities shall not exceed MDTQ in the aggregate.

Section 3.2 - Transporter shall redeliver thermally equivalent quantities, as defined in the Transportation General Terms and Conditions, to Shipper, and Shipper agrees to accept delivery of such quantities at the Delivery Point(s) described in Exhibit B. A Maximum Delivery Point Quantity is also specified for each Transporter Delivery Point in Exhibit B. For firm service, the sum of all individual Maximum Delivery Point Quantities shall not exceed the aggregate of thermally equivalent quantities.

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 91 First Revised Sheet No. 91 : Effective
Superseding: Original Sheet No. 91

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(continued)

ARTICLE 4

RATE

Section 4.1 - Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate and any other charges specified in Transporter's FERC Gas Tariff, Original Volume No. 1-A, as on file and in effect from time to time, for each service rendered hereunder. The maximum applicable rate(s) as of the effective date of this Agreement to be charged by Transporter for the service(s) to be provided hereunder are set forth on Exhibit C.

Section 4.2 - In the event that Transporter places on file with the Commission another rate schedule which may be applicable to transportation service rendered hereunder, then Transporter, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in performance of this Agreement. Such a rate schedule(s) or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. Transporter shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s), or to propose, file, and make effective superseding rate schedules, for the purpose of changing the rate, charges, and other provisions thereof effective as to Shipper.

ARTICLE 5

ASSIGNMENT

Section 5.1 - This Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement

Effective Date: 04/01/1993 Status: Effective
FERC Docket: RP93- 4-004

1 Rev. Third Rev. Sheet No. 92 1 Rev. Third Rev. Sheet No. 92 : Effective
Superseding: Second Revised Sheet No. 92

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(continued)

immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others without such prior consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

ARTICLE 6

NOTICES

Section 6.1 - Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as duly delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the following addresses (unless and until otherwise notified in writing):

To Shipper:

To Transporter: Mississippi River Transmission Corporation

Payments Under \$50,000
P. O. Box 502161
St. Louis, MO 63150-2161

Notices
Marketing and Transportation Services
9900 Clayton Road
St. Louis, MO 63124

Nominations
Marketing and Transportation Services
9900 Clayton Road
St. Louis, MO 63124
Telephone: (314) 991-9900
Telecopy: (314) 991-7600

Pipeline Operations
Gas Control Department
9900 Clayton Road
St. Louis, MO 63124
Telephone: (314) 991-9900

Effective Date: 04/01/1993 Status: Suspended
FERC Docket: RP93- 4-000

Third Revised Sheet No. 92 Third Revised Sheet No. 92 : Suspended
Superseding: Second Revised Sheet No. 92

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(continued)

immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others without such prior consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

ARTICLE 6

NOTICES

Section 6.1 - Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as duly delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the following addresses (unless and until otherwise notified in writing):

To Shipper:

To Transporter: Mississippi River Transmission Corporation

Payments
P. O. Box 955582
St. Louis, MO 63195-5582

Notices
Marketing and Transportation Services
9900 Clayton Road
St. Louis, MO 63124

Nominations
Marketing and Transportation Services
9900 Clayton Road
St. Louis, MO 63124
Telephone: (314) 991-9900
Telecopy: (314) 991-7600

Pipeline Operations
Gas Control Department
9900 Clayton Road
St. Louis, MO 63124
Telephone: (314) 991-9900

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 93 First Revised Sheet No. 93 : Effective
Superseding: Original Sheet No. 93

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(continued)

Section 6.2 - Each Party shall notify the other in writing of the name and address of the person or persons who shall have authority to act for such Party in connection with the operation of pipelines, facilities, wells, and leases in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.

ARTICLE 7

MISCELLANEOUS

Section 7.1 - This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties. No waiver by either Shipper or Transporter of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

Section 7.2 - At the time Shipper executes this Agreement, Shipper shall complete Exhibit D.

Section 7.3 - Exhibits A, (A-1), B, C and D attached hereto are incorporated into this Agreement in their entirety.

Section 7.4 - This Agreement supersedes and cancels the Transportation Service Agreement dated _____ between the parties hereto.

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 94 First Revised Sheet No. 94 : Effective
Superseding: Original Sheet No. 94

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(continued)

IN WITNESS WHEREOF, the parties have executed this Agreement as
of the date hereinabove first written.

TRANSPORTER:

ATTEST:

MISSISSIPPI RIVER TRANSMISSION
CORPORATION

Secretary

By

[Name]
[Title]
[Address]

SHIPPER:

ATTEST:

Secretary

By:

[Name]
[Title]
[Address]

Effective Date: 02/01/1990 Status: Effective
FERC Docket: GT90- 12-000

First Revised Sheet No. 95 First Revised Sheet No. 95 : Effective
Superseding: Original Sheet No. 95

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(continued)

EXHIBIT A

RECEIPT POINT(S)

RECEIPT POINT(S)	MAXIMUM Receipt Pressure (PSIG)	Maximum Receipt Point Quantity* (MMBtu/D) **
------------------	--	---

Meter No.	Legal Description
-----------	-------------------

* For transportation service requested pursuant to Rate Schedule FTS, the sum of all individual Maximum Receipt Point Quantities shall not exceed MDTQ in the aggregate.

** On any day, Transporter shall not be obligated to receive from all Receipt Points a cumulative quantity in excess of the Maximum Daily Transportation Quantity.

Effective Date: 04/20/1991 Status: Effective

FERC Docket: RP91-121-000

Third Revised Sheet No. 96 Third Revised Sheet No. 96 : Effective
Superseding: Second Revised Sheet No. 96

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(continued)

EXHIBIT A-1

RECEIPT POINTS

For transportation service requested pursuant to Rate Schedule FTS, all of Transporter's existing Receipt Points as specified in its Transportation Handbook shall be incorporated herein pursuant to Section 12.3(c) (i) of the General Terms and Conditions of Original Volume No. 1-A tariff.

For transportation service requested pursuant to Rate Schedule ITS, Transporter's pipeline interconnects as specified in its Transportation Handbook shall be incorporated herein if Shipper requests "Master Pipeline Interconnect List" in the Transportation Service Request Form.

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FERC Docket: GT90- 12-000

First Revised Sheet No. 97 First Revised Sheet No. 97 : Effective
Superseding: Original Sheet No. 97

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(continued)

EXHIBIT B

DELIVERY POINT(S)

DELIVERY POINT(S)	MAXIMUM Delivery Pressure (PSIG)	Maximum Delivery Point Quantity* (MMBtu/D) **
-------------------	---	--

* For transportation service requested pursuant to Rate Schedule FTS, the sum of all individual Maximum Delivery Point Quantities shall not exceed the aggregate of thermally equivalent quantities.

** On any day, Transporter shall not be obligated to deliver to all Delivery Point(s) a cumulative quantity in excess of the thermally equivalent quantities.

Effective Date: 02/01/1990 Status: Effective

FERC Docket: GT90- 12-000

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

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(continued)

EXHIBIT C

TYPE OF SERVICE

RATE *

* The rates shown are provided for Shipper's information only and are subject to change pursuant to Article 4 of the Transportation Service Agreement without the need for this Exhibit C to be amended.

